



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, And Third Tuesday of each month. Location of meeting is specified at far right.

Regular Meeting

MEETING LOCATION
Mammoth Lakes BOS Meeting
Room, 3rd Fl. Sierra Center
Mall, Suite 307, 452 Old
Mammoth Rd., Mammoth
Lakes, CA 93546

June 18, 2013

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : lroberts@mono.ca.gov.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM **Call meeting to Order**

Pledge of Allegiance

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

Approximately thru **CLOSED SESSION**
10:00 a.m.

BOARD OF SUPERVISORS

- 1a) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Mono County Personnel Appeals Board et al..
- 1b) **Closed Session - Conference With Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.
- 1c) **Closed Session - Conference with Real Property Negotiators** - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: APN: 015-010-065 ("Rodeo Grounds"). Agency negotiators: Supervisors Johnston and Alpers. Negotiating parties: Mono County and Intrawest. Under negotiation: price and terms of payment.
- 1d) **Closed Session - Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
- 1e) **Closed Session - Public Employment** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: deputy county counsel.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2) **APPROVAL OF MINUTES**

A. Approve minutes of the Regular Meeting held on June 4, 2013.

3) **BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

Approximately 10 Minutes **COUNTY ADMINISTRATIVE OFFICE**

- 4) CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

10:00 a.m. Approximately 15 minutes **DEPARTMENT REPORTS/EMERGING ISSUES** (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5 minutes for Consent Items

CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

HEALTH DEPARTMENT

- 5a) **Amendment to the Certified Unified Program Agency (CUPA) Underground Storage Tank Grant Agreement No. G11-UST-14** - Amendment 1 to the Certified Unified Program Agency (CUPA) Rural Underground Storage Tank (UST) Prevention Grant Agreement, Agreement No. G11-UST-14.

Recommended Action: Board approval of the amended CUPA Rural UST Prevention Grant Agreement.

Fiscal Impact: None.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 6a) **Employment Agreement with Heather deBethizy** - Resolution approving an employment agreement with Heather deBethizy and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Adopt proposed Resolution #R13-___, approving an employment agreement with Heather deBethizy and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: None, except a small salary savings due to a 20% reduction in Ms. deBethizy's salary to reflect her becoming a part-time (.8 FTE) employee.

ELECTIONS

- 7a) **Help America Vote Act Polling Place Accessibility Training Program Grant** - The purpose of this agreement is to provide the County of Mono with federal reimbursement funds to assist in implementing HAVA Section 261 (Help America Vote Act). Funds will be used for required training (Polling Place Accessibility Surveyor Training), conducting accessibility surveys of polling places, purchasing mitigation supplies, and assisting with upgrading Memorial Hall restroom to meet ADA standards.

Recommended Action: Approve entry into an agreement (#13G26116) with the California Secretary of State for receipt of up to \$30,000 to be used for the HAVA Polling Place Accessibility Training Program, and authorize the Mono County Registrar of Voters in consultation with County Counsel to sign said agreement, including future amendments, if any.

Fiscal Impact: \$30,000 revenue.

FINANCE

- 8a) **May Transaction Report** - Monthly Portfolio Transaction Report for May 2013.

Recommended Action: Information only.

Fiscal Impact: None.

PUBLIC WORKS - ROAD DIVISION

- 9a) **Regional Surface Transportation Program (RSTP) State Match Exchange** - Mono County just received their Optional Regional Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2012/2013.

Recommended Action: Approve Agreement for Federal Exchange and State Match Program for FY 2012/2013.

Fiscal Impact: \$329,725 to the Road Fund. This is already in the Road budget.

BOARD OF SUPERVISORS

Additional Departments: CAO, County Counsel

- 10a) **Resolution Adopting Revised Management Benefits Policy** - Proposed resolution amending the policy regarding benefits of management-level officers and employees.

Recommended Action: Adopt proposed resolution R13-___, amending the policy regarding benefits of management-level officers and employees.

Fiscal Impact: None, inasmuch as the amendments merely clarify the effect of recent pension reform legislation on CalPERS retirement benefits and provide that any annual adjustments (up or down) in the amount of automobile allowances received by certain officers and employees shall be at the Board's discretion as opposed to automatic.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

CLERK OF THE BOARD

- 11a) **Mono County Fisheries Commission** - Letter from Mono County Fisheries Commission regarding

termination of the Conway Ranch water master contract with Mr. Fred Fulstone.

11b) Mt. Whitney and White Mountain Ranger Districts - Correspondence dated June 4, 2013 from Margaret Wood, District Ranger of the Mt. Whitney and White Mountain Ranger Districts regarding an Environmental Assessment for a proposal to implement a restoration project along with information on how to comment on the EA.

BOARD OF SUPERVISORS

12a) Resolution Recognizing George Milovich for His Years of Service with Mono County (Byng Hunt, Chair) - Resolution of Appreciation recognizing George Milovich for his years of service with Mono County.
5 minutes

Recommended Action: Approve proposed resolution.

Fiscal Impact: None.

CLERK OF THE BOARD

13a) Sierra Nevada Conservancy Proposition 84 Report (Julie Bear, Mt. Whitney Area Representative) - Presentation of the results/impacts of the Proposition 84 grant program administered by the Sierra Nevada Conservancy. Chairman Hunt has agreed to sponsor this item.
15 minutes

Recommended Action: None, informational only.

Fiscal Impact: None.

COUNTY COUNSEL

Additional Departments: Mono County Superior Court

14a) County - Court Collections Memorandum of Understanding (Hector Gonzalez) - Proposed MOU with Mono County Superior Court pertaining to collection services.
10 minutes

Recommended Action: Authorize the CAO to enter into MOU between the County and the Superior Court for debt collection services.

Fiscal Impact: An increase in revenues is expected to result from this agreement.

SOCIAL SERVICES

15a) Tribal Temporary Assistance to Needy Families (TANF) Memorandum of Understanding (Kathy Peterson, Social Services) - Proposed MOU with Owens Valley Career Development Center pertaining to provision of Tribal TANF services in Mono County.
15 minutes

Recommended Action: Approve and authorize the Chair to sign the attached Memorandum of Understanding (MOU) with the Owens Valley Career Development Center for the transfer of Tribal Temporary Assistance to Needy Families (TTANF) services for eligible recipients.

Fiscal Impact: None. This is a non-financial agreement.

PUBLIC WORKS - SOLID WASTE DIVISION

16a) Solid Waste Update, Community Cleanup Events (Tony Dublino) - Update by Tony Dublino on Solid Waste Planning efforts, community cleanup events, and request for Board direction.
10 minutes

Recommended Action: Receive presentation on Solid Waste Planning issues and provide any desired direction to staff. Receive update on community cleanup efforts this spring, and provide direction and interpretation as necessary to staff relating to the waiver of fees.

Fiscal Impact: Up to \$750, depending on Board direction.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are

within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

FINANCE

- 17a)** **Public Hearing regarding proposed county fee schedule** (Leslie Chapman, Finance Director) - Proposed Resolution #R13-____, a resolution of the Board of Supervisors adopting fees for certain County permits and other services, and authorizing the Finance Director to compile and maintain one or more lists of County fees.
- 1:00 p.m. Public Hearing**
30 minutes

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: Estimated revenue increase of \$8,117 for Fiscal Year 2013/2014.

- 17b)** **Fiscal Year 2013-14 Recommended Budget** (Leslie Chapman) - Proposed Resolution #R13-____, a resolution of the Mono County Board of Supervisors adopting the recommended budget for Fiscal Year 2013-2014.
- 10 minutes

Recommended Action: 1) Adopt proposed resolution. Provide any desired direction to staff. 2) Consider approving the purchase of CARB-compliant equipment during the preliminary budget period.

Fiscal Impact: \$53,617,322 or \$53,929,171 if vehicles are approved.

- 17c)** **Home Investment Partnerships Program (HOME) Grant Resolution** (Mary Booher, Jennifer Halferty) - Proposed resolution authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnership Program; and if selected, the execution of a Standard Agreement, any amendments thereto, and any of the related documents necessary to participate in the HOME Investment Partnership Program.
- 10 minutes

Recommended Action: Adopt proposed resolution #R13-____, authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnership Program; and if selected, the execution of a Standard Agreement, any amendments thereto, and any of the related documents necessary to participate in the HOME Investment Partnership Program. Provide any desired direction to staff.

Fiscal Impact: If funded, this grant will be administered by Mammoth Lakes Housing, who will retain the administrative funds.

ECONOMIC DEVELOPMENT

- 18a)** **Mono County Fisheries Commission Request for Fund Transfer** (Dan Lyster) - The Mono County Fisheries Commission (MCFC), is requesting a transfer of unexpended funds from their budget to the Conway Ranch fund for future use in the event an agriculture well is installed at Conway Ranch.
- 15 minutes

Recommended Action: Consider the request and direct staff accordingly.

Fiscal Impact: No fiscal impact from a transfer of unexpended funds.

PUBLIC WORKS - ROAD DIVISION

- 19a)** **Environmental Protection Agency Grant Application - Vehicle Replacement** (Jeff Walters and Jerry VandeBrake) - The Environmental Protection Agency (EPA) has a potential grant opportunity to partially fund replacement of Mono County's heavy equipment. The grant, if awarded, would fund up to 25% of the cost of an eligible replacement vehicle/equipment. The total cost to replace two 1999 Caterpillar loaders is approximately \$600,000.
- 15 minutes

Recommended Action: Hear presentation regarding the EPA's grant. Provide any desired direction to staff.

Fiscal Impact: If the EPA awards Mono County the grant approximately \$450,000 from the General Fund would be required to cover 75% of the total replacement cost.

ECONOMIC DEVELOPMENT

- 20a)** **Economic Development Update on Grant-sourcing Research** (Dan Lyster and Ethan James) - Presentation by Dan Lyster and Ethan James to update the Board on grant-sourcing research and projects conducted by the Economic Development Intern, along with a request to temporarily extend the
- 30 minutes

internship position through the interim budget period, July 1-Sept. 1, 2013, (or upon adoption of FY 2013-14 Budget). The approved amount for the internship has not been fully expended and there is sufficient appropriation in the temporary budget to cover this expenditure.

Recommended Action: Board of Supervisors to consider approving the request for temporary extension of the intern position through the interim budget period, July 1-Sept. 1, 2013, (or upon adoption of FY 2013-14 Budget), to allow ongoing grant-sourcing efforts to continue. Provide any desired direction to staff.

Fiscal Impact: None.

BOARD OF SUPERVISORS

21a)

15 minutes

Mammoth Mountain and June Mountain Ski Areas (Supervisor Tim Alpers) - Letter from the Board of Supervisors addressed to Mono County Congressional Delegation in Washington, DC, regarding a comprehensive package of policies and actions supporting the future success of the Mammoth Mountain and June Mountain Ski Areas, and the winter recreation corridor.

Recommended Action: Review and discuss the proposed letter. Provide direction to staff as needed.

Fiscal Impact: None.

ADJOURNMENT

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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Legal Counsel		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Mono County Personnel Appeals Board et al..

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
6/13/2013 9:17 AM	County Administrative Office	Yes
6/12/2013 4:30 PM	County Counsel	Yes
6/13/2013 9:51 AM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

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ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference With Legal Counsel		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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YES NO

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History

Time	Who	Approval
6/13/2013 9:13 AM	County Administrative Office	Yes
6/12/2013 4:30 PM	County Counsel	Yes
6/13/2013 9:51 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference with Real Property Negotiators		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: APN: 015-010-065 ("Rodeo Grounds"). Agency negotiators: Supervisors Johnston and Alpers. Negotiating parties: Mono County and Intrawest. Under negotiation: price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/11/2013 3:45 PM	Clerk of the Board	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Human Resources		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/13/2013 9:17 AM	County Administrative Office	Yes
6/11/2013 11:01 AM	County Counsel	Yes
6/5/2013 11:16 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2013 **DEPARTMENT** Board of Supervisors
ADDITIONAL DEPARTMENTS
TIME REQUIRED **PERSONS APPEARING BEFORE THE BOARD**
SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: deputy county counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/11/2013 3:45 PM	Clerk of the Board	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A. Approve minutes of the Regular Meeting held on June 4, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
 [06/04/13 Draft](#)

History

Time	Who	Approval
6/11/2013 4:04 PM	County Administrative Office	Yes
6/11/2013 11:25 AM	County Counsel	Yes
6/7/2013 4:11 PM	Finance	Yes



DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.

Regular Meeting

MEETING LOCATION
Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

June 4, 2013

Flash Drive	#1011
Minute Orders	M13-128 to M13-139
Resolutions	R13-29 to R13-36
Ordinance	Ord13-02 – NOT USED

9:02 AM Meeting Called to Order by Chairman Hunt.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors Absent: None.*

Pledge of Allegiance led by Supervisor Fesko.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

*Closed Session: 9:03 a.m.
Break: 10:39 a.m.
Reconvene: 10:43 a.m.
Lunch: 12:21 p.m.
Reconvene: 1:31 p.m.
Break: 3:30 p.m.
Reconvene: 3:40 p.m.
Closed Session: 4:31 p.m.
Adjourn: 5:10 p.m.*

CLOSED SESSION

There is nothing to report out of closed session.

BOARD OF SUPERVISORS

- 1a) Closed Session - CAO Position - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.
- 1b) Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: claim for damages presented by Joel Yanez.

- 1c) Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: claim for damages presented by Harold Mark Huddleston.
- 1d) Closed Session - Conference with Real Property Negotiators - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: APN: 015-010-065 ("Rodeo Grounds"). Agency negotiators: Supervisors Johnston and Alpers. Negotiating parties: Mono County and Intrawest. Under negotiation: price and terms of payment.
- 1e) Closed Session - Conference with Real Property Negotiators - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall (452 Old Mammoth Rd., Mammoth Lakes). Agency negotiators: Marshall Rudolph, Byng Hunt, Larry Johnston, Roberta Reed, Leslie Chapman, and Vianey White. Negotiating parties: Mono County and 452 OM RD LLC, and Highmark Advisors. Under negotiation: price and terms.
- 1f) Closed Session - Public Employment - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Associate Planner.
- 1g) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Supervisor Fesko:

- ATV accident in Walker involving Jerry Spindler.
- He's at Renown, still alive.
- His wife wanted to thank all volunteers and others involved in his rescue.

2) APPROVAL OF MINUTES

M13-128 Action: Approve minutes of the Regular Meeting held on May 14, 2013

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

as corrected.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

Supervisor Johnston:

- P. 4, item 6a his comment should read, "Supervisor Johnston noted his objection to how the fees would be implemented, but not the intent of the bill itself".
- P. 5, item 8a, last comment should read, "Recognized Chairman Hunt and the Rotary Club Connection".

Supervisor Stump:

- P. 12, Item 15a his comment should read, "Suggested a 20% diversion of Prop. 172 funds into the Paramedic Program".

3)

BOARD MEMBER REPORTS

Supervisor Alpers:

- No report.

Supervisor Fesko:

- ATV Jamboree coming up; largest ever with 190 participants. He's been spending a lot of time on that. Will be good economic push for Antelope Valley.
- Adopt a trail: meeting with Mike Crawley a week from today.
- He's been doing a lot of ATV miles, including pre-rides.

Supervisor Hunt:

- Took a tour of 71 Davison St. in Mammoth yesterday; miscellaneous departments trying to see if they can utilize this building related to AB 109 funds.
- Invited Marshall, Tara and Board members to Gateway Monument Dedication July 5th, 9:00 a.m.

Supervisor Johnston:

- Mammoth Lakes Housing Status update: 62% of people are below median or less. There is a waiting list. Working on trying to secure housing funds.
- Great Basin still has 7 lawsuits pending; some brought by us, mostly brought by DWP; going to courts. Working on other ways to solve problems.
- CSAC Legislative conference last week including CSAC Board of Directors meeting. Adopted various subcommittee reports.

Supervisor Stump:

- Two RPAC meetings.
- Conference call meeting with John Vallejo, Nate Greenberg and representative from the Federal Communications Commission – regarding loss of cell service as it relates to the merger agreement that was concluded by AT&T and Verizon to absorb Alltel.

COUNTY ADMINISTRATIVE OFFICE

4)

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

Marshall Rudolph (Acting CAO):

- Just keeping the wheels turning, meeting with people as necessary.

DEPARTMENT REPORTS/EMERGING ISSUES

(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Lynda Roberts:

- Asked Board about the July 2nd meeting; still intend to have?

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Discussion amongst Supervisors, some for and some against having meeting on July 2nd.
- Consensus: try to make agenda as short as possible but have meeting on the 2nd.

Garrett Higerd:

- Plane crash over weekend at Bryant Field due to stalled engine. One person was air-lifted out; others have been released from hospital. Airport is still closed due to inspections, protocol, etc.
- Construction going full bore all over the county.
- Discussion about back-in parking spaces in Bridgeport.
- Discussion regarding trees on courthouse lawn.

Kathy Peterson:

- Update on remodel of Social Services reception room.
- Background on resolution in packet – realignment funds consent item. Looking for opposition to this. Gave history of this item. Pat McGee (Public Health): gave some information regarding the financial figure relating to this (\$331,000 direct hit to our county).

Leslie Chapman:

Info on upcoming Budget Workshops:

- Handout of notice regarding Public Budget Town Hall Workshops; this will be a press release to go to papers once Board approves it.
- Notice includes proposed dates and locations; will include community involvement.
- Intent of August meetings is to get Board involvement early; there will still be meetings later in September as we've had in the past.
- Supervisor Stump: Long Valley RPAC asked that notice gets emailed around; also to send any preliminary information out ahead of time. Wants to make sure Special Districts are able to make requests/comments.
- Supervisor Fesko: Why only two days as opposed to three?
- Supervisor Johnston: these workshops coincide with only two scheduled board meetings on the 9th and the 16th; only two supervisors can be present at non-board meetings without a Brown Act issue. Budget and Strategic Planning – both happening at same time; need to be weaved together.
- Marshall Rudolph: under Brown Act, Board can attend another agencies meeting, they just can't participate substantively.
- Supervisor Hunt: waiting for new CAO to start so we can start making decisions on how Strategic Plan will be structured and presented.
- The Strategic Plan worksheet was going to go out to all Department Heads, board decided to hold up on this for now.

Louis Molina:

- Above Ground Petroleum Storage Tank fee has never been charged as there was a grant; grant now depleted.
- 38-40 facilities fall into this category. Fees will be either \$81 or \$324 per year. Fees will be implemented next year.
- There is no exemption for any government agencies.
- Supervisor Stump: Special Districts should be exempt.
- Supervisor Fesko: why isn't an imposition of a fee coming before the board?
- Leslie Chapman: Fee schedule will be discussed at 6/18/13 meeting.
- This fee was previously approved; it's never had to be implemented.

Clay Neely:

- Fire Districts will receive older computers; some to Town as well. Equipment only, not labor from IT.

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- Supervisor Fesko: Do other districts get the opportunity? Need to get word out somehow of available computers.

CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

COUNTY COUNSEL

- 5a) Amendment to Boardman Employment Agreement - Proposed resolution approving an agreement and first amendment to the employment agreement of Nancy Boardman. The amendment will simply extend the agreement's expiration date until June 30, 2013, at which point Ms. Boardman will retire.
- R13-29** **Action:** Adopt proposed resolution #R13-29 approving an agreement and first amendment to the employment agreement of Nancy Boardman.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no
- 5b) Amendment to McCammond employment Agreement - Resolution approving an agreement and first amendment to the employment agreement of Wade McCammond. The amendment will simply extend the agreement's expiration date until September 30, 2013.
- R13-30** **Action:** Adopt proposed resolution #R13-30 approving an agreement and first amendment to the employment agreement of Wade McCammond.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no
- 5c) Amendment to Neely Employment Agreement - Proposed resolution approving an agreement and first amendment to the employment agreement of Clay Neely. The amendment would simply extend the agreement's expiration date until June 30, 2013, at which point Mr. Neely will retire.
- R13-31** **Action:** Adopt proposed resolution #R13-31 approving an agreement and first amendment to the employment agreement of Clay Neely.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no
- 5d) Reed Employment Agreement Amendment - Proposed resolution approving an agreement and first amendment to the employment agreement of Roberta Reed. The amendment would simply extend the agreement's expiration date until September 30, 2013.
- R13-32** **Action:** Adopt proposed resolution #R13-32 approving an agreement and first amendment to the employment agreement of Roberta Reed.
Fesko moved; Johnston seconded

Note

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Vote: 5 yes; 0 no

- 5e) Roberts Employment Agreement Amendment - Proposed resolution approving an agreement and second amendment to the employment agreement of Lynda Roberts. The amendment will simply extend the agreement's expiration date until September 30, 2013.

R13-33 Action: Adopt proposed resolution #R13-33 approving an agreement and second amendment to the employment agreement of Lynda Roberts.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

- 5f) Salcido Employment Agreement Amendment - Proposed resolution approving an agreement and third amendment to the employment agreement of Lynda Salcido. The amendment will simply extend the agreement's expiration date until September 30, 2013.

R13-34 Action: Adopt proposed resolution #R13-34 approving an agreement and third amendment to the employment agreement of Lynda Salcido.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

CLERK OF THE BOARD

- 6a) Appointment of Mary DeForrest to the Lee Vining Fire Protection District - Appointment of Mary DeForrest to the Lee Vining Fire Protection District pursuant to two recent vacancies on the District. There is currently only one Commissioner on this Board and as such, they have no quorum and cannot conduct everyday business. This will fill an existing term (vacated by Nick Dondero) that will expire on 02/31/2014. Supervisor Stump asked that this item be put onto the agenda.

M13-129 Action: Appoint Mary DeForrest to the Lee Vining Fire Protection District, filling one of two open vacancies that exist.
Fesko moved; Johnston seconded
Vote: 5 yes; 0 no

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 7a) Resource Efficiency Plan Contract - Proposed contract with Pacific Municipal Consultants (PMC) to prepare Resource Efficiency Plan.

M13-130 Action: Approve the attached contract with Pacific Municipal Consultants (PMC) for a not-to-exceed amount of \$80,915.00 for consulting services.
Alpers moved; Stump seconded
Vote: 5 yes; 0 no
Pulled from consent for discussion.

Scott Burns:

- Briefly explained item.
- Errors and Omissions are being addressed in contracts as we move forward.

Note

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Stacey Simon:

- This is a very thorough consultant.
- Outlined changes.

Supervisor Johnston:

- This contract includes Errors and Omissions, it shouldn't.

SOCIAL SERVICES

- 8a) Resolution Opposing Governor's Proposed Redirection of County Health Realignment Funds to the State - Proposed resolution opposing the Governor's proposed redirection of County Health Realignment funds to the State for FY 2013-14 and FY 2014-15.

R13-35 **Action:** Adopt proposed resolution #R13-35 opposing Governor's proposed redirection of County Health Realignment funds to the State for FY 2013-14 and FY 2014-15.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

Pulled from consent agenda for discussion.

Supervisor Johnston:

- Attended a session last week; Governor Brown was present.
- Governor's Brown's point was that these funds were fluid estimates. He was using our argument against us; if the State's going to do the work they should get paid for it.
- Supervisor Johnston just wanted to give a different perspective.

Kathy Peterson:

- She thinks it just goes too far; flies in the face of containing health care costs.
- When you're talking about de-funding departments, it's not very fluid.
- It's too early to make these types of proposals.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

CLERK OF THE BOARD

- 9a) Department of Water and Power - Letter dated May 13, 2013 from the L.A. Department of Water and Power regarding Compliance with State Water Resources Control Board Order Nos. 98-05 and 98-07. Electronic copies of all reports referred to are available for review in the Clerk's office.
- 9b) Keller Letter Regarding Paramedics - Correspondence dated May 14, 2013 from Christopher M. Keller, second home owner in Virginia Lakes, who was in town for the Fishing opener and required medical attention when he became very ill on April 28, 2013. This letter is to commend and support the Mono County Paramedics who were dispatched to his home where he received excellent care prior to being transported to Mammoth Hospital.
- 9c) Department of Fish and Wildlife - Letter dated March 16, 2013 from Craig

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Stowers, Manager of the Wildlife Branch at the Department of Fish and Wildlife regarding CEQA documents in relation to a project to modify existing hunting regulations for migratory game birds. The draft of the Environmental Document is available for review in the clerk's office. For information only.

The Board acknowledged receipt of the correspondence.

BOARD OF SUPERVISORS

10a) Resolution recognizing Clay Neely for his years of service with Mono County (Byng Hunt, Chair) - Resolution of Appreciation recognizing Clay Neely for his years of service with Mono County.

M13-131 Action: Approve proposed resolution (Clay Neely).

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

Supervisor Hunt:

- Read and presented resolution to Clay Neely.

MENTAL HEALTH

11a) Approve the Amendment to the Joint Exercise of Powers Agreement (Robin Roberts) - Second amended and restated Joint Exercise of Powers Agreement that governs operations of the California Mental Health Services Authority (CalMHSA).

M13-132 Action: Approve County entry into second amended and restated Joint Exercise of Powers Agreement that governs operations of the California Mental Health Services Authority (CalMHSA), and authorize the Behavioral Health Director to sign said amended agreement on behalf of the County.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

Robin Roberts:

- Housekeeping issue; change in their contract.

PUBLIC WORKS - ENGINEERING DIVISION

12a) Contract Amendment with Sierra Geotechnical Services for Geotechnical Engineering and Quality Assurance Services (Garrett Higerd) - Road rehabilitation projects require quality assurance testing of all asphalt and concrete materials before the work can be accepted. This contract will provide these services for street rehabilitation projects constructed over the next three years including projects in Lee Vining, Bridgeport, Chalfant, and June Lake.

M13-133 Action: Amend "as-needed" contract with Sierra Geotechnical Services for geotechnical engineering and quality assurance testing services to

Note

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increase the contract limit from \$183,000 to \$250,000 for services provided over the next three years and to eliminate the annual dollar limit. Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, provided such amendments do not cause spending on any project to exceed the budgeted authority.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

Garrett Higerd:

- This is a change to a contract we already have; an amendment.
- This relates to Quality Assurance Testing, which is required.
- Acting CAO approved contract; went out to competitive procurement process.
- Received different submittals; they selected Sierra Geotechnical Services.
- The contract limit needs to be increased, there just happens to be a lot of work going on right now.
- Need to keep service operating for duration of Bridgeport project and in thinking ahead to the next three years and future projects.

Supervisor Johnston:

- Appreciates this coming to Board and the fact that contract is a local company.

Supervisor Fesko:

- Asked about price increase.

MENTAL HEALTH

- 13a) Renewal of Department of Health Care Services Contract (Robin Roberts) - Proposed multi year contract with Department of Health Care Services with Mono County Behavioral Health for terms and conditions regarding Medi-Cal Managed Care for behavioral health services.

M13-134 Action: Approve County entry into proposed contract and authorize Robin K. Roberts, MFT to execute said contract on behalf of the County. Authorize the MCBH Director to sign any future amendments of the proposed contract to account for the infill allocation of Medi-Cal Managed Care funds available to Mono County in FY's 13-18.

Stump moved; Fesko seconded

Vote: 5 yes; 0 no

Robin Roberts:

- This is their contract with the State, now with the Department of Health Care Services (not Mental Health).

Supervisor Stump:

- Publicly complimented Robin's efforts and her department collaboration with others.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: County Counsel

- 14a) Special Event Ordinance - First Reading (Sarah Messerlian) - First Reading of the proposed Ordinance of the Mono County Board of Supervisors Creating Chapter 5.50 of the Mono County Code Pertaining

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to Special Events.

M13-135 **Action:** Introduce, read title, and waive further reading of proposed ordinance, as modified by eliminating Section J on page 5.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

Sarah Messerlian:

- Explained nature of item.
- Outlined changes implemented (at Board's request at previous workshop).

Supervisor Stump:

- Still finds page 3 a little weak – not “the County will make its *best effort*”, should be “the County *will* do this in ten days” (page 3 of 7).
- Section B, page 4 of 7 – Building permits are not temporary events.
- Section J, page 5 of 7 – Screening? Already have Section I, we don't need this.
- Section L, Page 5 of 7 – First Aid. If we're going to use medics and require them to have county ambulances, we need to backfill staffing, etc.
- Section M – Page 5 of 7 – Fire safety measures.

Supervisor Johnston:

- Sees how there could be legal issues.
- It's a balancing act: trying to cover every possible issue that could occur. There's a trust factor.
- Maybe eliminate screening process section and include language elsewhere?

Supervisor Fesko:

- Sees where John was going with this.
- Section J – Screening. Too subjective.

Supervisor Hunt:

- We don't want to restrict more than necessary but we have to cover ourselves.

John Vallejo:

- He drafted the language; it seemed that the person handling these could be mandated to handle in ten days, no exception. His concern with hard deadline is what would repercussions be if it took 11 days? What remedy would there be?
- We can internally enforce the ten days.
- He thinks it needs to come from the Department Head to the staff member handling this.
- Information for applicants but with enough wiggle room for out of the ordinary events.

Marshall Rudolph:

- CAO doesn't have to monitor everything; anything not handled in a timely manner would obviously come to the CAO's attention anyway.
- He agrees with John's wording; why put County at liability?

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

BOARD OF SUPERVISORS

Additional Departments: CAO, County Counsel

Note

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15a) Jim Leddy Employment Contract (Marshall Rudolph) - Proposed Resolution approving an employment agreement with James Leddy and prescribing the compensation, appointment, and conditions of said employment. The Resolution provides for Mr. Leddy's appointment as County Administrator under a two-year, at-will employment contract. His first date of employment will be June 10, 2013.

R13-36 **Action:** Adopt proposed resolution #R13-36, approving an employment agreement with James Leddy and prescribing the compensation, appointment, and conditions of said employment.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- Gave background information about Jim Leddy.
- Gave brief explanation about his contract.
- First day is June 10th but he's been getting up to speed meeting people.

Supervisor Fesko:

- Has enjoyed process, is glad they took their time to hire.
- He has met with him several times, he's impressed.

Supervisor Alpers:

- He agrees with Supervisor Fesko.
- Thinks they have chosen a great candidate.

Supervisor Johnston:

- Ditto; process was well done.

Supervisor Hunt:

- He thanked Heather, the recruiter.

COUNTY COUNSEL

16a) Housing Mitigation Ordinance Suspension (Marshall Rudolph) - Proposed ordinance amending section 15.40.170 of the Mono County Code in order to extend an existing suspension of chapter of the County Code pertaining to housing mitigation.

M13-136 **Action:** Introduce, read title, and waive further reading of proposed ordinance.

Alpers moved; Fesko seconded

Vote: 4 yes; 1 no: Johnston

Marshall Rudolph:

- Went over some typographical errors.
- Expires July 15, 2013.
- Suspension can be removed at any time.

Supervisor Johnston:

- This only affects large developers; he is not in favor of extending it.

16b) Aquaculture Plan Consulting Contract (Marshall Rudolph) - Consulting Contract with Professional Aquaculture Services (Tony Vaught) for Conway Ranch Aquaculture and Interpretive Site Evaluation and Planning Services.

Note

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M13-137

Action: Authorize County Administrator to negotiate and enter into a consulting contract with Professional Aquaculture Services (Tony Vaught) for Conway Ranch Aquaculture and Interpretive Site Evaluation and Planning Services, in an amount of \$15,000 plus travel and lodging expenses (not to exceed a combined total of \$20,000). Authorize payment for said contract from the Conway Ranch Fund and/or the balance from the contingency fund if there are not enough funds in the Conway Ranch Fund.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- Next phase of CalTrans MOU. Now that it's been approved, a process is in place to draft an easement document.
- Explained experience and qualifications of Tony Vaught.
- If we can draft a concept of what we'd like to do very long term, we can take document to other granting agencies who have been supportive so far and show them ALL potential future plans.
- Would make the grants a non-issue which would be a huge accomplishment.
- This item keeps this process moving forward; concept only needs to be approved by the board. This is not a land use plan, it's a master plan vision.
- Logical to tap into Fish Enhancement Fund although it's the Board's discretion.
- Had a meeting last week with Eastern Sierra Land Trust folks to discuss next steps.

Supervisor Hunt:

- This is a major part of the process.
- He's very supportive of spending the money.

Supervisor Alpers:

- Known Tony for over 20 years; he's the best in the business for developing plans, evaluations of properties in little niche boutique type operations.

Supervisor Stump :

- Is there any reason that we shouldn't take money from the Fish Enhancement fund?
- He doesn't want the general fund to contribute to this.
- His preference is to take from contingency and replace with Conway Ranch Fund money.

Supervisor Johnston:

- Sounds like a shell game.
- How does this relate to specific plan?

Supervisor Fesko:

- How much is in the Fish Enhancement fund?
- He thinks that the money should come out of the MCFC regular budget since it can't roll over. Use the \$18,800 from regular budget and the rest out of Conway Ranch fund.
- He doesn't want the fish fund to be touched if it's not necessary.
- It bothers him that the Fish Enhancement Fund is part of the Fishing Commission's "regular" budget.

Dan Lyster:

- Trophy trout fund is replenished every year.

Leslie Chapman:

- The Fish Enhancement fund is a separate fund that is used to buy fish.
- The \$19,000, since it sits in its own fund can be rolled over.

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- It depends where we have appropriation for this; regardless it will require a budget adjustment. Could be taken from contingency.

Scott Burns:

- This would spell out how you want to operate aquaculture.

Roberta Reed:

- Fish Enhancement Fund created six to seven years ago.
- This is part of the “regular” budget for the Fishing Commission.
- Over time the balance has grown from funds that have rolled over year to year. Balance currently approximately \$102,000.
- Another fund is Fund 716 which is the Fish and Game Fine Fund – has approximately \$16,000. It gets replenished but only when violations are being enforced by Warden, etc.
- There IS a line item specific for stocking.

16c) Claim for Damages Presented by Harold Mark Huddleston (Marshall Rudolph) - Claim for damages presented by Harold Mark Huddleston.

M13-138 **Action:** Reject claim in its entirety and direct county counsel to notify claimant of the Board's action.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- Discussed in closed session; recommendation to reject claim in its entirety.

16d) Claim for Damages Presented by Joel Yanez (Marshall Rudolph) - Claim For Damages presented by Joel Yanez.

M13-139 **Action:** Reject said claim in its entirety and direct County Counsel to notify the claimant of the Board's action.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

Marshall Rudolph:

- Discussed in closed session; recommendation to reject claim in its entirety.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

17a) Mono County Community Trails Workshop (Heather deBethizy) - Presentation by Heather deBethizy regarding existing community trails planning efforts and discussion on construction and long-term maintenance of trail projects.

Action: None.

Heather DeBethizy:

- Introduced everyone present for trail discussion.
- Listed communities currently having trail discussions and/or projects.

Paradise/Swall Meadows:

- Small working group comprised of residents.
- Working on trail plan, recognizing existing trails and on-road system improvements for cyclists.

Long Valley:

- Long Valley RPAC.
- Surveying residents on a variety of community issues, including trail priorities.

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June Lake:

- June Lake CAC.
- Very successful group; developed June Lake's first trail.
- Currently group is working on new trails.

Mono-Yosemite Gateway Project (Mono Basin):

- Working group comprised of RPAC, Agencies, Landowners, Community members, county staff.
- Working to develop a conceptual trail plan for the Mono Basin.

Bridgeport:

- RPAC and working group.
- Community Trail Planning Process; result will be master trail plan.

Antelope Valley:

- RPAC.
- Working on trail policies to support connecting Mountain Gate Recreational Area to Walker and enhanced pedestrian facilities along US 395.

Long Term Maintenance:

- Hard for agencies with budget cut-backs to even maintain existing trails.
- Inyo National Forest has clearly stated "no new trails" to be permitted and constructed on Forest land without a binding maintenance agreement with an outside proponent.
- Also working closely with Friends of the Inyo.
- Need to solidify what's already going on.
- Right now, looking at applying for grants.

Regional Trail Update:

- Link all individual efforts into a large trail system.
- Eastern Sierra Regional Trail would be goal for future.
- Could then publicize this linked trail to attract more tourists, etc.

Supervisor Stump:

- Asked about trail maintenance in down canyon area.
- How much to maintain foot trail?
- Will experts share funding ideas?
- How do you prioritize your activities?
- Who is lead agency on trails? Should BLM be brought into team?

Supervisor Johnston:

- Commended Jil Stark's work on the trails in Mono County.
- How much does it cost per mile for average foot path?
- What exactly do you need as far as agreement?
- Asked for examples of MOUS/agreements to get an idea of what they're looking for.
- Does the county need to do something? We need specifics to tackle.
- We put a lot of money into fishing, why not trails?

Supervisor Hunt:

- Does Forest Service rely on public for maintenance/enforcement of lands?

OTHER COMMENTS

Jil Stark (June Lake):

- She's been involved with trails full time for five years.
- Indebted to four groups of people; first started in 2002 (Supervisor Johnston, Courtney Weiche and Heather DeBethizy, Forest Service).
- Heather has been working with Forest Service on MOU.
- Friends of the Inyo – explained that all trails are on Forest Service land.
- With so much cooperation, getting grants should be easier.
- Would like to make public more aware of the cost of trails.

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- Only way our health system can work is to get older people out walking on trails.

Paul McFarland (Friends of the Inyo):

- In relation to trails: why discuss, what's the process, how much does it cost?
- Discussion of funds. Average trail: \$20,000 a person per summer to maintain.
- Gull Lake Trail, updated each year. Trail maintenance is as good as the people volunteering their time.
- Prioritize time based on people's passions for certain areas/trails.
- Not in budget crisis anymore, this is new normal. We need to figure out how to do what we've always done with less.

Sarah Tomsy (Inyo National Forest):

- Wanted to reiterate desire for MOU (maintenance vs. cost/time – it's very difficult to work towards new trails without something in place).
- Need something to look to for the future; sustainable building of trails necessary.
- Every environment is different; hard to estimate the cost per trail.
- If MOU in place, it makes prioritizing Forest Service's time a bit easier.
- Hard to prioritize where to put money into enforcement.
- They work cooperatively with BLM.
- Maybe need county to take on a special use permit. Need to sit down and work out the actual agreement, it's been talked about a lot.
- Need to establish partnerships and groups at the local level.

Dana Stroud:

- She's not been on Tourism Commission for a year now; this discussion of trails has been a topic for years.
- To hear Board consider how they'll react in the future with other agencies on this issue is music to her ears.
- She wishes she had a magic wand to convince Congress that our County was important to invest in.
- She's excited to see collaboration and interest.

Alicia Vennos:

- Commended Community Development, RPACS and Friends of the Inyo and Jill Stark on trails we have and for pushing forward for new trails.
- The why? Tourism is our economic driver, especially hiking.
- Equates passionate hiker with passionate moviegoer.
- Economic Development will do whatever they can to assist.

Scott Burns:

- He feels we should pursue potential MOU to bring back to the board.

ELECTIONS

- 18a) Election Planning Workshop (Lynda Roberts) - Discussion with the Board of Supervisors about planning for the purchase of a new voting system, possibly within the next two years.

Action: None.

Lynda Roberts:

MONO COUNTY ELECTIONS (FUTURE LOGISTICS) POWERPOINT:

- Workshop Objectives: Initiate Conversation, Receive Feedback/Board Direction, Start Developing a Plan.
- Issues to Consider: Aging Equipment/Technology, Options.
- Aging Equipment: Active Equipment and Inactive Equipment.
- Options: Maintain Status Quo, Centralize Voting Locations, More Vote by Mail Precincts?

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- Summary. Need to roll over funds and designate election funds from school districts, etc. into a savings fund.

Other Comments:

- The Post Office hours are being cut back.

Supervisor Stump:

- Increasing vote by mail requires State Legislation?
- Asked about percentages of report of voter turnout.

Supervisor Johnston:

- Voting by mail isn't very modern; is the future trend going to be voting by handheld? We don't want to purchase equipment that we won't need.

Supervisor Fesko:

- How did we get the vote by mail we currently have?
- We have good voter turnout with vote by mail. We can nudge people in that direction with education, maybe don't have lots of machines at each poll thereby encouraging vote by mail.

Leslie Chapman:

- Might need to create a project in CIP fund and keep building it up in that fund.
- Revenue from special elections: aren't there hard costs associated with doing these? You'd need to budget a line item for this.

ADJOURN 5:10 p.m.

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§

Note

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Health Department
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Amendment to the Certified Unified Program Agency (CUPA) Underground Storage Tank Grant Agreement No. G11-UST-14		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Amendment 1 to the Certified Unified Program Agency (CUPA) Rural Underground Storage Tank (UST) Prevention Grant Agreement, Agreement No. G11-UST-14.

RECOMMENDED ACTION:

Board approval of the amended CUPA Rural UST Prevention Grant Agreement.

FISCAL IMPACT:

None.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / l Molina@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Amended CUPA Rural UST Grant Agreement](#)

[Minute Order M12-178](#)

[Staff Report](#)

History

Time	Who	Approval
6/11/2013 3:24 PM	County Administrative Office	Yes
6/11/2013 11:26 AM	County Counsel	Yes
6/10/2013 3:46 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT

Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

June 6, 2013

To: Honorable Board of Supervisors

From: Louis Molina, Environmental Health Director

Subject: Amendment to the Certified Unified Program Agency (CUPA) Rural Underground Storage Tank (UST) Leak Prevention Program Grant Agreement, No. G11-UST-14

Recommended Action: Approve Amendment 1 to the CUPA Rural Underground Storage Tank Leak Prevention Program Grant Agreement and authorize Louis Molina, Environmental Health Director, to sign and implement the grant pursuant to the grant agreement.

Discussion: This UST Grant provides support to rural California CUPA's to develop and maintain their inspection and enforcement program to prevent and detect releases from UST's in accordance with the Solid Waste Disposal Act as amended by the Energy Policy Act of 2005, referred to as the Leaking Underground Storage Tank Prevention Program. This grant funds the rural CUPA's efforts to improve inspections, training and enforcement for the UST program. Senate Bill 1824 (Statutes of 2000, Kelly) created the Rural CUPA Reimbursement program and provides that counties with a population of less than 150,000 are eligible for this grant.

In July of 2012, the Mono County Health Department, Environmental Health Division, applied for and received approval for the grant from Cal/EPA. The Mono County Board of Supervisors approved the provisions of the grant agreement in August 2012. Because of delays in the grant approval process by Cal/EPA, the grant was approved halfway through the original 2-year term of the grant. Subsequently, the grant is scheduled to terminate on June 30, 2013. Because of this reduced timeframe, Cal/EPA has issued an amended grant agreement to Mono County Environmental Health, with the new term of the grant ending on July 30, 2014. Beyond this new grant term, some new contact information and additional reporting requirements (due to the extended time period), no other changes are proposed by the amended grant agreement. A copy of the amended Grant Agreement (No. G11-UST-14) is included with this staff report, as well as a copy of Minute Order M12-178, from the BOS meeting of August 14, 2012, approving the original grant.

Fiscal Impact: This amended grant provides revenue to the Mono County Health Department, in the amount of \$78,080, for use during the period beginning on the day of execution of the agreement through July 30, 2014. Status reports and requests for payment reimbursements will be submitted biannually during this time period, up to the total grant amount. There is no General Fund impact.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date

CERTIFIED UNIFIED PROGRAM AGENCY
RURAL UNDERGROUND STORAGE TANK (UST)
PREVENTION GRANT AGREEMENT
BETWEEN THE
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
AND
MONO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
CERTIFIED UNIFIED PROGRAM AGENCY
AGREEMENT NO. G11-UST-14
AMENDMENT 1

The parties mutually agree to this Amended Grant Agreement. Amendments are presented as additions in bold underlined italic script, and as deletions in strikethrough script.

State and Grantee hereby agree as follows:

1. PURPOSE. Federal funding from the United States Environmental Protection Agency (USEPA) for this Grant Award provides support to rural counties in California to develop and maintain inspection, training and enforcement for the UST program.
2. GRANT AMOUNT. \$ 78,080

Advanced Payment Amount. \$ 19,520
(Up to 25% of the grant is authorized to be paid in advance on approval of the grant.)
3. MATCH AMOUNT. \$ 26,027
4. TERM OF AGREEMENT. The term of the Agreement shall begin on execution of agreement and end on ~~June 30, 2013~~ July 30, 2014.
5. REPRESENTATIVES. Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

California Environmental Protection Agency GRANT MANAGER
James Bohon
1001 "I" Street, 2nd Floor
Sacramento, California 95814
Phone (916) 327-5097 <u>322-7188</u>
Fax (916) 322-5615
Email: jbohon@calepa.ca.gov
GRANTEE Mono County Environmental Health
Name of Project Director, Title: Louis Molina, Environmental Health Director
Street Address: P.O. Box 3329
City, Zip: Mammoth Lakes, 93546
Phone: 760-924-1845
Fax: 760-924-1831
e-mail: lmolina@mono.ca.gov

6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A REPORTING AND GRANT DISBURSEMENT PROVISIONS
- Exhibit B SPECIAL AND GENERAL PROVISIONS
- Exhibit C CERTIFICATION REGARDING LOBBYING
- Exhibit D GRANT APPLICATION

7. **GRANTEE REPRESENTATIONS.** The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.
8. **DEFINITIONS.** The following defined terms apply throughout this Agreement:
"Cal/EPA" means the California Environmental Protection Agency;
"CUPA" means the Certified Unified Program Agency;
"Grantee" means the Mono County Environmental Health Department ;
"UST" means Underground Storage Tank
"Secretary" means the Secretary of the California Environmental Protection Agency; and
"State" means the State of California, including Cal/EPA.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: 
Grantee Signature

By: _____
Donald A. Johnson, Assistant Secretary
Eric Jarvis, Assistant Secretary
for Fiscal and Administrative Programs
California Environmental Protection Agency

Louis Molina, Environ. Health Dir.
Grantee Name, Title (Typed/Printed)

6/6/13
Date

Date

**EXHIBIT A
 REPORTING AND GRANT DISBURSEMENT PROVISIONS**

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit Status Reports, including Grant Disbursement Request Forms for documentation of expenditures, to the Cal/EPA Grant Manager at the following address:

California Environmental Protection Agency
 Unified Program Section
 Attn: Shinita Bryson
 1001 "I" Street, 2nd Floor
 Sacramento, California 95814

2. The Status Report and Grant Disbursement Request Form will be provided by Cal/EPA upon the approval of the Grant Application.
3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.
4. For purposes of the Status Reports and Grant Disbursement Request Forms, the reporting period is as follows:

<u>Report</u>	<u>Reporting Period</u>	<u>Report Due Date</u>
Report 1	January 1, 2012 to June 30, 2012	August 1, 2012
Report 2	July 1, 2012 to December 31, 2012	February 1, 2013
Report 3	January 1, 2013 to June 30, 2013	August 1, 2013
<u>Report 4</u>	<u>July 1, 2013 to December 31, 2013</u>	<u>February 1, 2014</u>
<u>Report 5</u>	<u>January 1, 2014 to June 30, 2014</u>	<u>August 1, 2014</u>
<u>Report 6</u>	<u>July 1, 2012 to July 30, 2014</u>	<u>September 1, 2014</u>

B. FINANCIAL MATTERS & GRANT DISBURSEMENT PROVISIONS

1. USEPA requires 25% match contribution by the Grantee. Expenses incurred by the CUPA for the UST portion of the local program may be counted toward the required match. Grantee shall indicate in the Grant Disbursement Request Form its expenditures for the required match.
2. Interest earned on grant funds shall be used for the program and must comply with the terms and conditions of this Grant Agreement.
3. Grant Disbursement Request Forms shall be used to depict the expenditures incurred by the Grantee throughout the period of performance of the Grant Agreement.
4. The Grant Disbursement Request Form shall be submitted as an attachment to the Status Report, in accordance with the submission schedule provided above.
5. The Grantee shall use the Grant Disbursement Request Form provided by Cal/EPA.

C. LIMITATIONS

1. Grant funds may not be used for activities outside of the UST Program.
2. Grant funds can only be used for prevention activities. No UST Cleanup activities will be reimbursed.
3. Due to the primary focus of the grant, it is unlikely that any extension of the period of performance will be allowed.

**EXHIBIT B
GENERAL AND SPECIAL PROVISIONS**

A. GENERAL PROVISIONS

1. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **WAIVERS:** Any term, provision, condition, or commitment of this Agreement may be waived at the discretion of Cal/EPA. All waivers shall be documented in writing.
3. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Cal/EPA Assistant Secretary for Local Programs or an authorized representative. The decision shall be in writing and a copy thereof furnished to the Representatives of this Agreement. The decision of the Assistant Secretary shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.
4. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
 - a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Grant amounts received and expended during the term of this Agreement, including but not limited to:
 - i. All inspection, training and enforcement expenditures; and
 - ii. Running balance of grant allocations and expenditures.
5. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the allocation that shall adequately document all significant activities and actions relative to the Implementation UST inspection, training and enforcement, including but not limited to:
 - a. Fiscal accounting;
 - b. Status Reports; and,
 - c. Grant disbursement requests and supporting documentation

6. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with UST grant in an expeditious manner. The Grantee shall prepare and submit all required reports and Grant Disbursement Forms as stipulated in this Agreement.
7. **WITHHOLDING OF GRANT DISBURSEMENTS:** Cal/EPA may withhold all or any portion of the allocations provided for by this Agreement in the event the Grantee:
 - a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - b. Fails to maintain reasonable progress toward UST inspection, training and enforcement.
8. **FUNDS CONTINGENCY:** Cal/EPA's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
9. **BUDGET REVISIONS:** Budget revisions of 15% or less of the total agreement allocation may be made in writing and approved by Cal/EPA without an amendment to the agreement.
10. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.
11. **AUDIT:** Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
13. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
14. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
15. **INDEPENDENT CONTRACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.
16. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
17. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

18. **TERMINATION:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the **Grantee's allocation**.
19. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
20. **ENVIRONMENTAL JUSTICE:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
21. **FORCE MAJEURE:** Neither Cal/EPA nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption or services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
22. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and hold harmless the State and Cal/EPA and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, **loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.**
23. **GRANTEE'S RESPONSIBILITY FOR WORK:** **The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.**

B. SPECIAL PROVISIONS

1. **SINGLE AUDIT REPORT:** In accordance with OMB Circular A-133, which implements the Single Audit Act, the Grantee as a subrecipient of a federal award from a pass-through entity Cal/EPA hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. **Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.**

For fiscal periods 2008 and beyond the recipient **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the **Federal Audit Clearinghouse's Internet Data Entry System**. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

In addition, the Grantee is required to (a) provide a written notification to Cal/EPA that an audit of the Grantee was conducted in accordance with OMB Circular A-133 and (b) submit to Cal/EPA a copy of the SF-SAC and a Single Audit Report Package.

2. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES:** The Grantee agrees to **comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises** in procurement under assistance agreements as set forth in 40 CFR Part 33. THE EPA DBE Rule can be accessed at <http://epa.gov/osbp/>. In addition, the Grantee agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under a federally funded grant agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

3. **PAYMENTS TO CONSULTANTS:** Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation service of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2010, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and the Grantee may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the Grantee with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36 (j) (2) or Part 30.27(b).

4. **THE COST PRINCIPLES:** The cost principles of 2CFR 225 (formerly OMB Circular A-87) are applicable to this award. Grantee can access the Code of Federal Regulations (CFR) Title 2 Part 225 at http://www.access.gpo.gov/nara/cfr/waisidx_10/2cfr225_10.html
5. **RESTRICTIONS ON LOBBYING:** The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that subrecipients submit certification (Exhibit C) and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, a Grantee who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. **LOBBYING AND LITIGATION:** The Grantee shall ensure that no grant funds awarded under this grant agreement are used to engage in lobbying of federal Government, Cal/EPA or in litigation against the United States unless authorized under existing law. The Grantee shall abide by its respective 2 CFR 220, 225 or 230 (formerly OMB circular A-21, A-87, or A-122) which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.
7. **USE OF RECYCLED PAPER:** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the Grantee shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
8. **HOTEL AND MOTEL SAFETY:** The Grantee agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Grantee may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
9. **DRUG-FREE WORKPLACE:** The Grantee of this grant agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230. Additionally, in accordance with these regulations, the Grantee must identify all known places under this grant awards, and keep this information on file during the performance of this award.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Grantee can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

10. **SUSPENSION AND DEBARMENT:** The Grantee shall fully comply with Subpart C of 2 CFR 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing business with Other Persons)” as applicable. The Grantee is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions”, includes a term or condition requiring compliance with subpart C. The Grantee acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at www.epls.gov. This term and conditions supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension and Other Responsibility Matters.”

11. **COMPLIANCE WITH GRANT-RELATED REQUIREMENTS OF THE ENERGY POLICY ACT OF 2005:** The Grantee understands that it is subject to requirements described in current EPA Guidelines implementing Subtitle B, Underground Storage Tank Compliance Act, of Title XV of the Energy Policy Act, that are effective as of the date of this grant agreement or funded amendment.

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5530 Fax (760) 932-5531**

**Lynda Roberts
760-932-5538
Clerk of the Board**

**MEETING of
AUGUST 14, 2012**

**Linda Romero
760-932-5534
Assistant Clerk of the Board**

**MINUTE ORDER
M12-178
Agenda Item: 7a**

TO: Health Department

SUBJECT: CUPA Rural Underground Storage Tank Leak Prevention Grant

Approve acceptance of the CUPA Rural UST Leak Prevention Program Grant Agreement and authorize Louis Molina, Environmental Health Director, to sign for and implement the grant pursuant to the grant agreement.

Hazard moved; Johnston seconded

Vote: 5 yes; 0 no

Copies sent to:
CAO
County Counsel
Other:



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Employment Agreement with Heather deBethizy		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution approving an employment agreement with Heather deBethizy and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Adopt proposed Resolution #R13-___, approving an employment agreement with Heather deBethizy and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

None, except a small salary savings due to a 20% reduction in Ms. deBethizy's salary to reflect her becoming a part-time (.8 FTE) employee.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[deB staff](#)

[deB res](#)

[deB contract](#)

[deB scope](#)

History

Time	Who	Approval
6/13/2013 11:53 AM	County Administrative Office	Yes
6/12/2013 7:32 PM	County Counsel	Yes
6/13/2013 10:24 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: June 18, 2013

RE: Resolution approving employment agreement with Heather deBethizy and prescribing the compensation, appointment, and conditions of said employment

Recommendation:

Adopt proposed resolution.

Fiscal/Mandates Impact:

None, except a small salary savings due to a 20% reduction in Ms. deBethizy's salary to reflect her becoming a part-time (.8 FTE) employee.

Discussion:

The agreement is self-explanatory. It would provide for Ms. deBethizy to continue her current County employment as an associate planner under terms and conditions specified in the agreement, including her working generally by telecommuting after July 21, 2013, as a part-time, at-will employee. The agreement has a one-year initial term, unless earlier terminated in the manner specified by the agreement.

Incidentally, the County has consulted with Local 39 regarding the terms and conditions of this Agreement because Ms. deBethizy's position of associate planner is within the Mono County Public Employees (MCPE) bargaining unit, which is represented by Local 39. Local 39 does not object to the Agreement on the understanding that it is a unique arrangement only applicable to Ms. deBethizy; and thus, in the event her at-will employment terminates at some point pursuant to the agreement, any resulting vacancy in her position will not be at-will.

Please contact me with any questions or comments.



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RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT
AGREEMENT WITH HEATHER DEBETHIZY AND
PRESCRIBING THE COMPENSATION, APPOINTMENT, AND
CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement and Second Amendment to Agreement re Employment of Heather deBethizy, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that amended Agreement are hereby prescribed and shall govern the employment of Ms. deBethizy. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF HEATHER DEBETHIZY

This Agreement is entered into this 18th day of June, 2013, by and between Heather deBethizy and the County of Mono.

I. RECITALS

Ms. deBethizy is currently employed full-time by the County as an Associate Planner. She has advised the County that she is relocating to another state, which would ordinarily require her to resign and thereby voluntarily terminate her employment. In lieu of such termination of employment, however, the County is willing to allow Ms. deBethizy to continue her employment as a part-time, at-will employee and work generally by telecommuting on the terms and conditions of this Agreement. Ms. deBethizy wishes to accept such continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The initial term of this Agreement shall be June 18, 2013, until June 18, 2014, unless earlier terminated by either party in accordance with this Agreement. This initial term is intended as a trial period. Before said trial period ends, the parties intend to consider whether they mutually desire to continue Ms. deBethizy's employment pursuant to an amendment of this Agreement or entry into a new agreement. In the absence of any such amendment of this Agreement or entry into a new agreement, Ms. deBethizy's employment will terminate upon the expiration of this Agreement.
2. Commencing June 21, 2013, Ms. deBethizy shall become a part-time employee (.8 FTE) and shall serve at the will and pleasure of the County's Community Development Director in accordance with the terms and conditions of this Agreement. Ms. deBethizy accepts such continued employment. The Community Development Director shall be deemed the "appointing authority" for all purposes with respect to Ms. deBethizy's employment.
3. Ms. deBethizy shall generally work by telecommuting but shall also be physically present at County offices from time to time as requested and directed by the Community Development Director in his discretion. The initial scope and schedule of work envisioned by the parties for such telecommuting and presence at County offices is attached hereto as Exhibit "A" and incorporated herein by this reference. Any costs associated with such telecommuting (e.g., home office equipment, phone and internet service, etc.) and with such physical presence at County offices (e.g., travel and lodging) shall be borne by Ms. deBethizy.

4. Effective June 21, 2013, Ms. deBethizy's monthly salary shall be reduced to 80% of the full-time (former) salary for her position. Ms. deBethizy understands that she will continue to be responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.
5. Notwithstanding this Agreement, Ms. deBethizy's position is still part of the Mono County Public Employees (MCPE) bargaining unit represented by Stationary Engineers Local 39. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. deBethizy shall continue be entitled to the same general benefits provided by the County to other employees in the MCPE bargaining unit, as the same may change from time to time. Ms. deBethizy's health-related benefits (e.g., County contributions to the Section 125 Cafeteria Plan) shall not be prorated due to her reduction to part-time employment.
6. Ms. deBethizy understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. deBethizy cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
7. Consistent with the "at will" nature of Ms. deBethizy's employment, the Community Development Director may terminate Ms. deBethizy's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. DeBethizy understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System applicable to MCPE employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Community Development Director may, in his or her discretion, take during Ms. deBethizy's employment. (Note: Ms. deBethizy shall not be entitled to severance pay in the event of such termination.)

8. Ms. deBethizy may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. deBethizy shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. Notwithstanding the foregoing or any other provision of this Agreement, in the event that Ms. deBethizy relocates to Mono County with the intention of again making it her permanent, full-time residence while she is still an employee in good standing with the County and she wishes to resume her former full-time employment (i.e., not telecommuting), then it is the parties' intention to allow her to resume such former employment (including her former status as a non-at will employee).
10. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. deBethizy.
11. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. deBethizy's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. deBethizy's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
12. Ms. deBethizy acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. deBethizy further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of June 18, 2013.

HEATHER DEBETHIZY

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

EXHIBIT "A" TO AGREEMENT RE EMPLOYMENT OF HEATHER DeBETHIZY

Telecommuting Scope of Work for Heather deBethizy

Work Schedule: Ms. DeBethizy will normally be available and work from 8am to 4pm PST Monday-Thursday (28-32 hours per week). She will be available for weekly staff meetings via teleconference. Adjustments to the work schedule are to be approved by the Director. She will work in Mammoth Lakes, CA at the County offices every 6-8 weeks for a few days to a week under the following tentative schedule:

2013

August 5-9
September 9-13
November 11-13

2014

January 13-17
March 10-14
May 12-16

Employee must obtain supervisory approval before taking leave in accordance with established office procedures. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon:

- a. Weekly reports, including completed tasks and time reporting (15 minute increments) emailed to supervisor
- b. Employer's staff and the telecommuting employee will maintain regular communication by phone calls, e-mails, and skype.

Existing and Future Projects to be completed within this agreement:

Projects:	Timeframe
General Plan Update (SGC Grant)	July- Apr 4, 2014
<p>Re-Formatting the General Plan</p> <ul style="list-style-type: none"> • Consolidate all elements into a single, user-friendly and searchable document. Re-format as necessary to increase efficacy of document. 	Nov 13 – Apr 4, 2014
Create and Manage the GPA Website	July- Apr 4, 2014

<p>Re-Formatting the MEA</p> <p>Resource Efficiency Plan</p> <ul style="list-style-type: none"> • Continue to work with Wendy and consultants on the REP plan • Review and edit REP • Participate in phone calls with staff and consultants • Integrate plan results into General Plan policy development. • Integrate plan into GPU process for adoption. 	<p>Jun-Jun 2014</p>
<p>Scenic Byway CMP Completion and Adoption (Scenic Byway Grant)</p> <ul style="list-style-type: none"> • Finalize the Marketing Plan • Policy recommendation section • Assessment and Analysis of the Byway, Develop Plans for Byway Management Strategy, Byway Signage, interpretive plan, implementation strategy, Project List <p>Bridgeport Trails & June Lake Trails</p> <ul style="list-style-type: none"> • Prepare grant document for environmental funding • Prepare grant document for construction funding 	<p>June 20 – October 2013</p> <p>May 2013 – June 2014</p>
<p>Mono Yosemite Gateway Trail (LTC Funds and NPS Grant)</p> <ul style="list-style-type: none"> • Continue to work with Debra Reardon from NPS on Master Trail Plan • Review and edit Master Trail Plan • Integrate plan results into General Plan policy and RTP • Work with technical team 	<p>May – October 2013</p>
<p>Other ongoing projects/tasks:</p> <ul style="list-style-type: none"> • Phone Inquiries • Mono Basin RPAC meetings 	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Elections
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Help America Vote Act Polling Place Accessibility Training Program Grant		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The purpose of this agreement is to provide the County of Mono with federal reimbursement funds to assist in implementing HAVA Section 261 (Help America Vote Act). Funds will be used for required training (Polling Place Accessibility Surveyor Training), conducting accessibility surveys of polling places, purchasing mitigation supplies, and assisting with upgrading Memorial Hall restroom to meet ADA standards.

RECOMMENDED ACTION:

Approve entry into an agreement (#13G26116) with the California Secretary of State for receipt of up to \$30,000 to be used for the HAVA Polling Place Accessibility Training Program, and authorize the Mono County Registrar of Voters in consultation with County Counsel to sign said agreement, including future amendments, if any.

FISCAL IMPACT:

\$30,000 revenue.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[HAVA Funds](#)

History

Time	Who	Approval
6/11/2013 4:48 PM	County Administrative Office	Yes
6/11/2013 11:06 AM	County Counsel	Yes
6/5/2013 3:32 PM	Finance	Yes



CLERK-RECORDER-REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts
Clerk-Recorder
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk-Recorder
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Lynda Roberts, Registrar of Voters
Date: June 18, 2013

Subject
HAVA Polling Place Accessibility Training Program Grant

Recommendation
Approve entry into an agreement (#13G26116) with the California Secretary of State for receipt of up to \$30,000 to be used for the HAVA Polling Place Accessibility Training Program, and authorize the Mono County Registrar of Voters in consultation with County Counsel to sign said agreement, including future amendments, if any.

Discussion
The purpose of this agreement is to provide the County of Mono with federal reimbursement funds (HAVA funds) administered by the U.S. Department of Health and Human Services (DHHS) to assist in implementing HAVA Section 261. The program associated with this agreement is known as "HAVA Polling Place Accessibility Training Program."

Funds will be used for required training (Polling Place Accessibility Surveyor Training), conducting accessibility surveys of polling places, purchasing mitigation supplies, and assisting with upgrading Memorial Hall restroom to meet ADA standards.

Fiscal Impact
\$30,000 revenue



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | www.sos.ca.gov

May 15, 2013

Mono County
Attn: Lynda Roberts
PO Box 237
Bridgeport, CA 93517

Subject: Agreement Number 13G26116

Complete the following item(s) and return to the address stated above within ten (10) business days, if necessary:

- STD. 213, Standard Agreement with attached exhibits. Please acquire the appropriate signature on the first page of the STD. 213, and the additional three single STD 213's and return to the address above. Fax and photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 210, Short Form Contract. Please acquire the appropriate signature for the four single STD. 210's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 65, Contract / Delegation Purchase Order. Enclosed is an executed copy for your records. You are now authorized to provide services.
- The enclosed agreement is signed on behalf of the Secretary of State. Please process and mail an executed copy of the agreement to the address above.
- Executed copy for your records.
- STD. 204 Payee Data Record (STD. 204) - Complete and return.
- CCC 307 Contractor Certification Clause - Complete and return.
- Please submit a copy of your Seller's Permit.
- Please submit a copy of the resolution, order, motion, or ordinance of your local governing body, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

13G26116

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Mono County

2. The term of this Agreement is: July 1, 2013 or upon approval by Dept. of General Services, if required, whichever is later through December 31, 2014

3. The maximum amount of this Agreement is: \$30,000.00
Thirty thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-1 – Polling Place Accessibility Surveyor Training Schedule	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	Page(s)
Exhibit G – Contractor HAVA Activity Report	1 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, Mono County)		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS PO Box 237 Bridgeport, CA 93517		
STATE OF CALIFORNIA		
AGENCY NAME Secretary of State		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dora Mejia, Chief, Management Services		
ADDRESS 1500 11 th Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: GC 14616

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Mono ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 93.617, administered by the U. S. Department of Health and Human Services (DHHS), to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose

1. The program representatives during the term of Agreement will be:

For County: Lynda Roberts (760) 932-5537

For State: Todd Wallace (916) 657-2376

C. USES OF FUNDS

1. General Uses

Provided that the County has notified the Secretary of State by March 8, 2013 of its intention to execute this contract, and further that at least one County employee or agent attends one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1 or attended one of the regional training sessions sponsored by the Secretary of State in 2012, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after July 1, 2013, for staff to attend one of the accessibility training sessions offered in early 2014.
- 2) Reimbursement for staff salaries and benefits incurred after July 1, 2013, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after July 1, 2013, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:
- 4) Reimbursement for funds expended after July 1, 2013, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**EXHIBIT A
(Standard Agreement)**

a. Assessing Accessibility

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys³¹.

b. Equipment and Activities to Improve Physical Accessibility

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;
- 22) Wedges;
- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

c. Training Materials and Programs

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;

³¹ If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.

**EXHIBIT A
(Standard Agreement)**

- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether or not an expenditure is reimbursable.

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;

**EXHIBIT A
(Standard Agreement)**

- 19) Gas (except travel reimbursements³²);
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

³² Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

**EXHIBIT A-1
(Standard Agreement)**

Polling Place Accessibility Surveyor Training Schedule

Central Area Training Tuesday, February 4, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.

Wednesday, February 6, 2014 – Intermediate training – 9:00 a.m. – 1:00 p.m.

Hosted by: Fresno County

Location: TBD

Southern Area Training Tuesday, February 11, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.

Wednesday, February 12, 2014 – Intermediate training – 9:00 a.m. – 1:00 p.m.

Hosted by: Los Angeles County

Location: TBD

Motherlode Area Training Tuesday, February 18, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.

Wednesday, February 19, 2014 – Intermediate Training – 9:00 a.m. – 1:00 p.m.

Hosted by: Department of Rehabilitation Disability Access Section (Sacramento)

Location: Department of Rehabilitation, 721 Capitol Mall, Sacramento, CA 95814

Northern Area Training Tuesday, February 25, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.

Wednesday, February 26, 2014 – Intermediate training – 9:00 a.m. – 1:00 p.m.

Hosted by: Shasta County

Location: TBD

If you have any questions about the training program or contract, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2013/14 and 2014/15 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$30,000.00 in the aggregate.

5. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph C ('Uses of Funds') of Exhibit A 'Scope of Work'.

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

EXHIBIT B
(Standard Agreement)

8. Application Of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

9. Deadline For Processing Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim.

10. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 60 days after the expiration date of this agreement.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside Of The Scope Of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.
<http://www.ols.dgs.ca.gov/Standard+Language>

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 93.617. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor.
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards.
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.).
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding.
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws.
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 261, for federal fiscal years 2013 and 2014.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made.
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf.
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement.
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 261 of HAVA.
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County.
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**EXHIBIT D
(Standard Agreement)**

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary Of State Policy Regarding Political Activity In The Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

EXHIBIT E
(Standard Agreement)

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
 9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
 10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
 11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.
2. Tablet Criteria
1. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
 2. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
 3. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
 4. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
 5. A report on the outcomes of this program must be produced that provides certain information, such as:
 1. A description of the program.
 2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification).
 3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any.
 4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors.
 5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.).

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	May Transaction Report		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Monthly Portfolio Transaction Report for May 2013.

RECOMMENDED ACTION:

Information only.

FISCAL IMPACT:

None.

CONTACT NAME: Rosemary Glazier

PHONE/EMAIL: (760) 932-5483 / rglazier@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[May Transaction Report](#)

History

Time	Who	Approval
6/11/2013 4:52 PM	County Administrative Office	Yes
6/11/2013 11:16 AM	County Counsel	Yes
6/7/2013 3:54 PM	Finance	Yes



Mono County Transaction Summary by Action All Portfolios

Begin Date: 4/30/2013, End Date: 5/31/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	5/7/2013	313382SY0	2,000,000.00	FHLB 0.55 11/7/2016	99.98	1,999,500.00	0.00	0.56	1,999,500.00
Buy	5/14/2013	36962G6W9	500,000.00	General Elec Cap 1.625 4/2/2018	101.35	506,735.00	947.92	1.34	507,682.92
Buy	5/14/2013	94974BFG0	500,000.00	Wells Fargo Co. 1.5 1/16/2018	100.59	502,950.00	2,875.00	1.37	505,825.00
Buy	5/15/2013	037833AJ9	500,000.00	apple Inc 1 5/3/2018	99.46	497,300.00	166.67	1.11	497,466.67
Subtotal			3,500,000.00			3,506,485.00	3,989.59		3,510,474.59
Deposit	5/3/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	5/31/2013	OAKVALLEY0670	2,239.03	Oak Valley Bank Cash	100.00	2,239.03	0.00	0.00	2,239.03
Deposit	5/31/2013	OAKVALLEY0670	11,837,263.36	Oak Valley Bank Cash	100.00	11,837,263.36	0.00	0.00	11,837,263.36
Subtotal			13,839,502.39			13,839,502.39	0.00		13,839,502.39
Total Buy Transactions			17,339,502.39			17,345,987.39	3,989.59		17,349,976.98
Interest/Dividends									
Interest	5/1/2013	675383KK8	0.00	Oceanside Ca Unified School Dist 4.5 5/1/2016		0.00	32,400.00	0.00	32,400.00
Interest	5/1/2013	92976WBJ4	0.00	Wachovia Corp Global 5.5 5/1/2013		0.00	13,750.00	0.00	13,750.00
Interest	5/1/2013	3134G3S50	0.00	FHLMC 0.625 11/1/2016		0.00	6,701.39	0.00	6,701.39
Interest	5/1/2013	36962G3T9	0.00	General Electric 4.8 5/1/2013		0.00	12,000.00	0.00	12,000.00
Interest	5/8/2013	3136G0Y39	0.00	FNMA Step 11/8/2017-13		0.00	6,250.00	0.00	6,250.00
Interest	5/9/2013	36962G4T8	0.00	General Electric Cap Corp 2.25 11/9/2015		0.00	11,250.00	0.00	11,250.00
Interest	5/13/2013	36962G4C5	0.00	General Electric Cap Corp. 5.9 5/13/2014		0.00	14,750.00	0.00	14,750.00
Interest	5/15/2013	3136G03G4	0.00	FNMA Step 11/15/2017-13		0.00	7,000.00	0.00	7,000.00
Interest	5/15/2013	91159HHD5	0.00	US Bancorp 1.65 5/15/2017		0.00	4,125.00	0.00	4,125.00
Interest	5/15/2013	2254C0TC1	0.00	Credit Suisse NY 5 5/15/2013		0.00	12,500.00	0.00	12,500.00
Interest	5/15/2013	084664BD2	0.00	Berkshire Hathaway 4.6 5/15/2013		0.00	11,500.00	0.00	11,500.00
Interest	5/21/2013	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	184.93	0.00	184.93
Interest	5/21/2013	3136G04F5	0.00	FNMA Step 11/21/2017-13		0.00	7,500.00	0.00	7,500.00
Interest	5/31/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,239.03	0.00	2,239.03
Subtotal			0.00			0.00	142,150.35		142,150.35
Total Interest/Dividends			0.00			0.00	142,150.35		142,150.35



Mono County Transaction Summary by Action All Portfolios

Begin Date: 4/30/2013, End Date: 5/31/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Sell Transactions									
Matured	5/1/2013	92976WBJ4	500,000.00	Wachovia Corp Global 5.5 5/1/2013	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/1/2013	36962G3T9	500,000.00	General Electric 4.8 5/1/2013	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/15/2013	2254C0TC1	500,000.00	Credit Suisse NY 5 5/15/2013	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/15/2013	084664BD2	500,000.00	Berkshire Hathaway 4.6 5/15/2013	0.00	500,000.00	0.00	0.00	500,000.00
		Subtotal	2,000,000.00			2,000,000.00	0.00		2,000,000.00
Withdraw	5/9/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/16/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/31/2013	OAKVALLEY0670	14,406,508.41	Oak Valley Bank Cash	0.00	14,406,508.41	0.00	0.00	14,406,508.41
		Subtotal	18,406,508.41			18,406,508.41	0.00		18,406,508.41
Total Sell Transactions			20,406,508.41			20,406,508.41	0.00		20,406,508.41



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Public Works - Road Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Regional Surface Transportation Program (RSTP) State Match Exchange		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Mono County just received their Optional Regional Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2012/2013.

RECOMMENDED ACTION:

Approve Agreement for Federal Exchange and State Match Program for FY 2012/2013.

FISCAL IMPACT:

\$329,725 to the Road Fund. This is already in the Road budget.

CONTACT NAME: Jeff Walters and Mary Booher

PHONE/EMAIL: 760.932.5459 /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [FY12-13 RSTP Funding Agmnt - BOS Staff Rpt 06.18.13](#)
- [Exhibit A - FY12-13 RSTP Funding Agmnt - State Contract](#)

History

Time	Who	Approval
6/11/2013 5:05 PM	County Administrative Office	Yes
6/11/2013 11:31 AM	County Counsel	Yes
6/12/2013 3:06 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 18, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Director of Roads
Subject: FY12/13 RSTP Road Funding Agreement

Recommended Action:

Approve and authorize Chair's signature on the FY12/13 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

Fiscal Impact:

\$329,725 revenue to Public Works' Road Division.

Discussion:

The annual funding through the Regional Surface Transportation Program (RSTP) apportionment is a major source of revenue for Mono County's road maintenance programs. Although the amount is based on a statewide formula that has not increased over the years, the RSTP funding and the annual gas tax apportionment continue to be one of the foundations of Public Works' Road Division. The exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control over how those funds are expended.

The Federal Apportionment Exchange Program and State Match Agreement, a copy of which is enclosed with this report as Exhibit 1, will authorize the exchange of federal highway funds for state highway funds. The proposed exchange is made available to rural counties on an annual basis and provides the Road Fund with a more flexible, less complicated funding source.

If you have any questions regarding this item, please contact me at 760.932.5459 or by email at jwalters@mono.ca.gov.

Respectfully submitted,

Jeff Walters,
Director of Roads

Attachments: Exhibit A – Agreement No. X13-5947(049)

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



File : 09-MNO-0-CR
X13-5947(049)
2012/2013 Exchange and State
Match Program

June 6, 2013

Mr. Jeff Walters
Assistant Director of Public Works
Mono County
P. O. Box 457
Bridgeport, CA 93717

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2012/2013

Dear Mr. Walters:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2012/2013.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2013. The exchanged amount is based on your FFY 2012 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

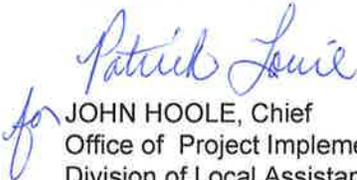
*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact HQ Local Assistance at (916) 653-6220 no later than June 14, 2013.

*Sign both copies of this agreement and return them by June 28, 2013 to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. If the agreement is not received by this date, it may cause a delay in getting the funds to you.

*When we receive your signed agreements they will be executed and one original will be returned to your agency. Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

By copy of this letter, your Regional Transportation Planning Agency (RTPA) is being informed of our intentions to directly exchange RSTP funds with the County. The RTPA should contact us only if they do not wish for the County to participate in the program. The County will be notified by my Office if the RTPA disagrees with the direct exchange.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact me at (916) 653-6220 if you have any questions.


JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: Regional Transportation Planning Agency
OLP AE Project Files

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 MONO
District County

Agreement No. X13-5947(049)
AMS Adv ID:0913000064

THIS AGREEMENT is made on _____, by the COUNTY of MONO, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$229,725.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2012/2013

The eligible portion of said minimum apportionment is the COUNTY'S estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY'S eligible portion of its estimated annual minimum RSTP apportionment.

B. (DELETED)

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
	Accounting Officer	Date 5.23.13 \$ 329,725

C. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2012/13.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$329,725.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1) Except as otherwise provided herein, the COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, COUNTY shall not be required to comply with 49 CFR, Part 18.36(i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

2) COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3) Any Fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

I. SINGLE AUDIT

COUNTY agrees to include all State and federal funded projects in the schedule of projects to be examined in COUNTY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF MONO

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 MONO
District County

Agreement No. X13-5947(049)
AMS Adv ID:0913000064

THIS AGREEMENT is made on _____, by the COUNTY of MONO, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

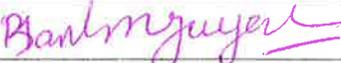
\$229,725.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2012/2013

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

B. (DELETED)

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

	Accounting Officer	Date 5.23.13	\$ 329,725
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C. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2012/13.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$329,725.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1) Except as otherwise provided herein, the COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, COUNTY shall not be required to comply with 49 CFR, Part 18.36(i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

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For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

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I. SINGLE AUDIT

COUNTY agrees to include all State and federal funded projects in the schedule of projects to be examined in COUNTY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF MONO

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS	CAO, County Counsel		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Resolution Adopting Revised Management Benefits Policy		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution amending the policy regarding benefits of management-level officers and employees.

RECOMMENDED ACTION:

Adopt proposed resolution R13-___, amending the policy regarding benefits of management-level officers and employees.

FISCAL IMPACT:

None, inasmuch as the amendments merely clarify the effect of recent pension reform legislation on CalPERS retirement benefits and provide that any annual adjustments (up or down) in the amount of automobile allowances received by certain officers and employees shall be at the Board's discretion as opposed to automatic.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [management benefits policy revision](#)
- [management benefits resolution](#)
- [revised management benefits policy](#)

History

Time	Who	Approval
6/13/2013 9:16 AM	County Administrative Office	Yes
6/12/2013 7:30 PM	County Counsel	Yes
6/13/2013 9:58 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: June 18, 2013

RE: Resolution approving an amended management benefits policy

Recommendation:

Adopt proposed resolution.

Fiscal/Mandates Impact:

None, inasmuch as the amendments merely clarify the effect of recent pension reform legislation on CalPERS retirement benefits and provide that any annual adjustments (up or down) in the amount of automobile allowances received by certain officers and employees shall be at the Board's discretion as opposed to automatic.

Discussion:

The Management Benefits Policy sets forth the benefits applicable to most management-level officers and employees. It is amended from time to time in the Board's discretion, most recently in 2011. The proposed amended policy would clarify the effect of recent pension reform legislation (the Public Employees' Pension Reform Act of 2013) on CalPERS retirement benefits and would also provide for the amount of any automobile allowances that may be received by certain officers and employees to be adjusted (up or down) in the Board's discretion, as opposed to adjusting automatically as is currently set forth in the Policy. The amended policy also contains certain non-substantive "housekeeping" revisions, such as eliminating certain provisions that by their own terms were already phased out since the last Policy amendment (in 2011) and no longer apply to current management-level officers and employees.

Please contact me with any questions or comments.

**MONO COUNTY POLICY REGARDING
BENEFITS OF MANAGEMENT-LEVEL
OFFICERS AND EMPLOYEES**
(As amended June 18, 2013)

ARTICLE 1. INTRODUCTION

The purpose of this policy is to memorialize the non-salary benefits generally provided by the County to its management-level officers and employees. Additional, different, or even lesser benefits may be specified and benefits may also be waived or excluded pursuant to the express terms of a written agreement between an employee and the County. In the event and to the extent that a conflict exists between any provision of this policy and such an agreement, the terms of the agreement shall prevail as to that employee. Certain benefits set forth herein (e.g., vacation and sick leave) are, by their nature, only appropriate or legally available for employees, as opposed to elected officials, due to legal differences between the natures of employees and elected officials. Where such differences exist, they are specifically noted in the policy. The Board of Supervisors may amend this policy from time to time after meeting and conferring to the extent (if any) required by law.

ARTICLE 2. COVERED OFFICERS AND EMPLOYEES

This policy applies to the following County officers and employees:

- elected and appointed department/agency heads, including the county counsel and the county administrative officer
- members of the board of supervisors
- management-level deputies and assistants of such department/agency heads serving under individual at-will employment agreements with the County
- certain other management-level employees serving under individual at-will employment agreements with the County, including but not limited to the following: Animal Control Director, Building Official, Associate Engineer III, Senior Engineer, District Attorney Chief Investigator, Director of Financial Operations for Health and Human Services, Payroll and Benefits Manager, Public Works Project Manager, Mental Health Program Manager, Mental Health Program Chief, Health Officer, and Psychiatrist.

The policy shall not apply to any independent contractor, nor to any person who serves the County pursuant to a contract with another public agency. Furthermore, as noted above in Article I, the express terms of an individual employment agreement applicable to one of the foregoing officers or employees may exclude various benefits or provide for lesser, different, or waived benefits, and such terms shall prevail over any provision of this policy. Finally, note that the County may, in its discretion, extend or otherwise apply any of the principles of this policy to officers or employees other than those expressly mentioned above.

ARTICLE 3. HEALTH, LIFE, AND DISABILITY INSURANCE

- A. Each covered officer and employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 4 and 5.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered officers and employees and their dependents by the County pursuant to this Policy.
- C. The County shall continue to participate in the CalPERS medical insurance program on behalf of covered officers and employees.
- D. The County shall pay only the statutory amount prescribed by Government Code section 22892 per officer or employee per month for CalPERS medical insurance.
- E. Life Insurance

The County shall provide covered officers and employees with term life insurance in the amount of fifty thousand dollars (\$50,000), applicable during their active service to the County (not after their retirement or other termination of employment or service).

- F. Disability Insurance (Not Applicable to Elected Officers)

The County shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at County expense. The County shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the

employee's applicable tier (See Article 6); and

- (2) The medical portion of Social Security.

G. Health Care Coverage for Retirees

- (1) The County shall pay the statutory amount prescribed by Government Code section 22892 per month for each retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the County. A "retiree" is a former covered officer or employee whom CalPERS considers to be a County retiree/annuitant.
- (2) Each "retired officer or employee" (as defined below) and one dependent of a retired officer or employee shall also be given the same dental and eye-care benefits provided to covered officers and employees in Paragraph A of this Article.
- (3) "Retired officer or employee" means a former County officer or employee who was age fifty (50) or older and held permanent employment status or was holding elected county office on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the County immediately preceding the date of retirement, or, if the officer or employee was hired or elected after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the officer or employee was hired or elected after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired or elected after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status or was in elected office on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement. With respect to any elected official who was a county employee immediately preceding his or her first election to office, the official's tier under this definition shall be based on his or her date of hire as an employee and his or her years of prior service as a county employee shall be counted along with years of service as a county officer, provided all such service was continuous.
- (4) Any benefits after retirement under this Section G of Article 3 will be the same as benefits for active officers and employees. In other words, all benefits will change as the benefits of active officers and employees change.

ARTICLE 4. DENTAL CARE PLAN

The County shall implement and extend coverage under any County Dental Plan to all covered officers and employees and their dependents with the understanding that the County shall retain total discretion regarding carrier and plan content, and with the further understanding that the County Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired officers and employees (as defined above in Article 3), together with one dependent.

ARTICLE 5. VISION CARE PLAN

The County shall implement and extend coverage under its Vision Services Plan (VSP Plan C: \$10.00 deductible) to all covered officers and employees and their dependents with the understanding that the County shall retain discretion regarding carrier and plan content, and with the further understanding that the County Vision Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired officers and employees (as defined above in Article 3), together with one dependent.

ARTICLE 6. CAFETERIA PLAN

- A. With respect to any officer or full-time employee and any part-time employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the officer or employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that officer or employee and also minus the amount specified below for those officers or employees who enroll in the two-party or family tier, which shall be contributed by the officer or employee:

Employee/Officer Contribution	
Two-Party:	\$25.00/month
Family:	\$50.00/month

The COUNTY will ensure that the amount paid, when combined with the officer or employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the officer or employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that officer or employee or which would result in that officer or employee receiving cash back. Note also that the County's obligation to contribute any amount into

the Cafeteria Plan is conditioned on the officer or employee authorizing a payroll deduction for their required contribution (if applicable).

- B. Part-Time Employees: With respect to any part-time employee hired after September 1, 2011, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee (\$108.00 for 2011):

Less than .5 FTE:	0% (No County contribution)
.5 - .74 FTE:	50% of the PERS Choice Premium
.75 FTE - .9 FTE:	75% of the PERS Choice Premium

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time employee shall be contributed by that employee through a payroll deduction (authorized by the employee). Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after September 1, 2011, or who transfers to such a position after September 1, 2011; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

- C. With respect to any officer or employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan three hundred dollars (\$300) per month for that non-enrolled officer or employee. Notwithstanding the foregoing, no officer or employee (regardless of date of assuming office or date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection D unless they were already receiving such a contribution prior to August 1, 2011.

ARTICLE 7. 401(a) PLAN.

- A. Any covered officer or employee originally hired or elected on or after

January 1, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 8, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan established by the County, as described more fully below. Any active officer or employee who was originally hired or elected prior to January 1, 2002, may also elect to receive County contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 8.

B. The County has established and fully implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall contribute into the Section 401(a) Plan an amount on behalf of each officer or employee electing to participate under this Article 10 equal to the amount contributed by that officer or employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to officer or employee contributions) but not to exceed 3% of the officer or employee's pre-tax salary. Accordingly, if a officer or employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the officer or employee's 457 contribution; if an officer or employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the officer's or employee's pre-tax salary and would not fully match the officer's or employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw - The County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth more fully below.

C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of County Service	Portion of Account Value Vested
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%

4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

- D. In addition to and notwithstanding the foregoing, officers' or employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 8. RETIREMENT SERVICE (Applicable only to certain officers or employees who retired or were on the County payroll prior to January 1, 2002).

- A. Each retired officer or employee who was on the County payroll prior to January 1, 2002, and was an officer or employee at the time of retirement will be eligible for a flexible credit allowance under the County's Section 125 Cafeteria Plan (See Article 6), unless he or she has at any time prior to retirement opted to participate in the County's Section 401(a) Plan (See Article 7).
- B. "Retired officer or employee" means a former County officer or employee who was age fifty (50) or older and held permanent employment status or was holding elected county office on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the County immediately preceding the date of retirement, or, if the officer or employee was hired or elected after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the officer or employee was hired or elected after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the officer or employee was hired or elected after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status or was in elected office on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement. With respect to any elected official who was a county employee immediately preceding his or her first election to office, the official's tier under this definition shall be based on his or her date of hire as an employee and his or her years of prior service as a county employee shall be counted along with years of service as a county officer, provided all such service was continuous.
- C. The amount of the flexible credit allowance shall be computed as follows:

- (1) If the officer or employee retired after December 31, 2001, but before September 1, 2011, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the County per each active officer or employee to the County's Section 125 Cafeteria Plan (See Article VI), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to PERS if the retired officer or employee is enrolled in CalPERS medical insurance, plus the County's contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the County's contribution to the Cafeteria Plan for its active officers and employees varies, and subject to the same limitations or qualifications applicable to active officers and employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the County to CalPERS). As with active officers and employees, any retiree who is not enrolled in CalPERS medical insurance during calendar year 2011 but who provides the County with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. As with active employees, effective January 1, 2012, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to \$300 per month. Notwithstanding the foregoing, as with active employees, a retiree who is not enrolled in CalPERS medical but who provides the COUNTY with written proof of comparable insurance shall not be eligible to receive a credit allowance under this subsection (C)(1) unless they were already receiving such a credit allowance prior to August 1, 2011. Retired officers and employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this policy or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the County with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.
- (2) If the employee retires after September 1, 2011, and is enrolled in CalPERS medical insurance, then the amount of the flexible credit

allowance shall be equal to the monthly amount of the PERS Choice premium based on the residency and coverage tier in which the retiree is enrolled minus the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month paid by the COUNTY directly to PERS and minus the same monthly amount that the retiree was contributing toward their medical insurance premiums as an active employee immediately prior to their retirement. For example, if an employee was contributing \$50 per month toward his or her medical insurance as an active employee at the time of retirement, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a retired employee pursuant to this subsection (C)(2). Note that under this formula, while the PERS Choice premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the retiree was contributing as an active employee does not vary.

- (3) If the officer or employee retired before December 31, 2001, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the officer or employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to PERS for such insurance, plus the County contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired officers or employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

ARTICLE 9. VACATION ACCUMULATION (Not Applicable to Elected Officers)

- A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:

Initial Employment.....15 days vacation per year
After 10 years service.....17 days vacation per year
After 15 years service.....19 days vacation per year

After 20 years service.....20 days vacation per year

For purposes of this benefit, a "day" means eight (8) hours. Said vacation days per year assumes full-time employment. Covered employees working less than a full-time schedule shall accrue a prorated amount of vacation days per year.

- B. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided in Mono County Code Section 2.68.110(B).
- C. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.
- D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

ARTICLE 10. SICK LEAVE (Not Applicable To Elected Officers)

- A. In accordance with Mono County Code Section 2.68.100, sick leave for each covered employee shall accrue upon the employee's date of employment at the rate of one (1) full day of sick leave for each month of full-time service, to a maximum accrual of one hundred and twenty (120) sick leave days (960 hours). Part-time employees accrue a prorated amount. Upon termination, the employee shall be compensated for accrued sick leave as follows:
 - (1) If the employee has worked for the County for less than five (5) years, no amount shall be paid for accrued sick leave.
 - (2) If the employee has worked for the County for five (5) or more years, but less than ten (10) years, then the employee shall be paid

seventy-five percent (75%) of the dollar value of the accrued sick leave.

- (3) If the employee has worked for the County for ten (10) or more years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.

- C. The dollar value of the employee's accrued sick leave shall be based upon the employee's base compensation on the date of termination.

ARTICLE 11. MERIT LEAVE (Not Applicable to Elected Officers)

By the nature of their management positions, most covered employees are exempt from payment of overtime compensation under the Fair Labor Standards Act (FLSA) and will not be paid overtime by the County for hours worked in excess of 40 hours per week. The District Attorney's Chief Investigator is not FLSA exempt and will be paid overtime in accordance with FLSA requirements; thus, the position does not receive merit leave. Exempt employees are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails full-time exempt employees being available for more than 40-hours per workweek (or a lesser amount in the case of part-time exempt employees) and outside of normal business hours.

In consideration of these expectations, the lack of overtime pay and job complexities, eighty hours (80) of merit leave per calendar year is awarded to full-time exempt employees (not elected officials); part-time exempt employees may be awarded a prorated lesser amount based on their regular schedule. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial award for exempt employees shall be prorated based upon the remainder of the calendar year (unless different in an individual's at-will agreement).

Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is awarded, or it is lost. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.

Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time exempt employee works fewer than 80 hours during any two-week period; or a prorated lesser number of hours during any two-week period in the case of part-time exempt employees. For most exempt employees, a two-week period means fourteen consecutive calendar days beginning on a Sunday; but exempt employees working in offices on a "flex" schedule may count the fourteen days from a day other than Sunday, with approval by their appointing authority.

Merit leave is used in a manner similar to vacation time. An exempt employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

ARTICLE 12. PERS RETIREMENT

- A. Covered employees are members of the CalPERS retirement system and are eligible to earn benefits accordingly. For elected officers, membership in the CalPERS system is optional, except to the extent otherwise specified by the Public Employees' Pension Reform Act of 2013 (hereinafter "PEPRA"). Covered miscellaneous employees hired or otherwise taking office after December 31, 2012, shall be provided with "2% at 62" PERS Retirement Benefits as mandated by PEPRA; however, employees hired or otherwise assuming office within six months of leaving a previous public employer with pension system reciprocity are not considered new and may be eligible for plan in effect with the new employer on December 31, 2012, which in Mono County was "2.5% at 55" for miscellaneous employees. Covered miscellaneous employees hired or otherwise taking office between April 10, 2012, and December 31, 2012, shall be provided with PERS "2.5% at 55" retirement. Any covered miscellaneous employees hired or otherwise taking office prior to April 10, 2012, shall continue to be enrolled in PERS "2.7% at 55" retirement. The Sheriff-Coroner, if opting to be a member of CalPERS, and the Undersheriff are safety members of the Local Sheriff coverage group and receive benefits at the level specified by PEPRA based on their applicable dates of assuming office or date of hire and the level of benefits in place under the County's contract with CalPERS on that date for the Local Sheriff coverage group (or based on the plan in effect on December 31, 2012, in the event they are hired or otherwise assume office within six months of leaving a previous public employer with pension system reciprocity as described above). The Chief Probation Officer is a safety member of the County Peace Officer coverage group and receives benefits at the level prescribed by PEPRA for that coverage group based on their date of hire (or based on the plan in effect on December 31, 2012, if employees hired within six months of leaving a previous public employer with pension system reciprocity as described above). This coverage group also applies generally to the District Attorney Chief Investigator.
- B. Covered officers and employees who are members in the CalPERS system pay the employee's (or "member's") contribution for applicable PERS coverage and retirement. (Note: To the extent mandated by PEPRA and based on date of hire or assuming office, new officers and employees may also be required to be 50% of the "normal cost" for their PERS retirement benefits.) The County has implemented an IRS 414H2 program for all covered officers and employees in order to facilitate the officers' or employee's PERS contributions and to provide

for tax deferred payment of the officer's or employee's PERS contributions.

- C. The County's contract with CalPERS provides eligible covered officers and employees with Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code Section 21574).

ARTICLE 13. TRAVEL EXPENSES

- A. Out of county travel. With respect to covered employees, the County will pay or reimburse reasonable expenses for out-of-county travel that is associated with performance of a covered employee's duties, licensing and continuing education requirements, or participation in professional associations, to the extent authorized by the employee's appointing authority, employment agreement (if any), or the Board of Supervisors. With respect to covered elected officers, the County will pay or reimburse reasonable expenses for out-of-county travel associated with performance of a covered elected official's duties, licensing and continuing education requirements, or participation in professional associations, to the extent authorized by the County Administrator or Board of Supervisors and whenever mandated by state law.

For purposes of this policy, "out-of-county travel" means travel to a destination outside of the territorial boundaries of Mono County and the contiguous northern territory of Inyo County bounded to the south by (and encompassing) the Bishop region. Approval may be granted before or after such expenses are incurred, but covered officers and employees are strongly encouraged to obtain prior authorization to ensure that any expenses will be approved before incurring them. Expenses covered by this policy include but are not limited to: conference registration fees; motel or hotel room expenses; mileage reimbursement for use of a private vehicle at the current I.R.S. rate, as measured to and from County offices in Bridgeport or Mammoth or the officer or employee's personal residence, whichever is closer to the destination (and subject to the limitations discussed below); coach-class airline fares; rental car charges; and per diem at the County rate then in effect for travel by other County employees. In lieu of use of a private vehicle, a covered officer or employee may in certain circumstances utilize a County vehicle from the pool if one is available or a private airplane, as discussed below.

Notwithstanding the foregoing or any other provision of this policy, whenever two or more covered officers or employees are traveling to the same out-of-county conference or other approved function, the County strongly encourages such officers or employees to travel together in the same vehicle. Therefore, unless otherwise approved by the County Administrator, a covered officer or

employee who is traveling to the same approved function as another officer or employee may not utilize a County vehicle for such travel nor receive full mileage reimbursement for utilizing a private vehicle unless they are both: (1) able and willing to allow other traveling officers or employees to ride with them, and (2) only going to and from the approved function for its normal duration and during normal travel hours (i.e., not adding or subtracting to such travel time for personal reasons). An officer or employee who is not eligible to utilize a County vehicle or receive full mileage reimbursement under the foregoing criteria shall only receive such reduced mileage reimbursement, if any, as the County Administrator deems appropriate. In cases where none of the traveling officers or employees are eligible to utilize a County vehicle or receive full reimbursement for use of a private vehicle under the foregoing criteria, then the amount of the full reimbursement that the County would otherwise have paid for an eligible driver shall be divided equally among the driving officers or employees.

- B. Automobile allowance. In its sole discretion, the Board of Supervisors may expressly authorize and approve a monthly automobile allowance for a covered officer or employee in an amount deemed appropriate by the Board. In the case of at-will employees, such authorization (if any) will be set forth in the applicable employment agreement. In the case of officers or employees who do not have such agreements (including elected officials), separate and distinct authorization must be provided annually by the Board for any automobile allowance. Automobile allowances for members of the Board of Supervisors shall be established by ordinance in accordance with applicable state law; these policies shall also apply to the extent not inconsistent with said ordinance or state law.

For any individual who has such an automobile allowance, it shall be deemed to cover and compensate him or her for any and all job-related driving within the territorial boundaries of Mono County and the contiguous northern territory of Inyo County bounded to the south by (and encompassing) the Bishop region, including any commuting to and from a principal residence in that territory. Accordingly, individuals with automobile allowances may not also use County vehicles for job-related driving solely within the territory of Mono and Inyo counties covered by the auto allowance. Nevertheless, such individuals may be reimbursed for automobile mileage incurred in connection with travel to destinations outside of that territory (including the portion of such travel within the territory) or may utilize a County pool vehicle for such travel, to the same extent as any other officer or employee, in accordance with Section A above and without any offset as a result of the automobile allowance.

In the discretion of the Board of Supervisors, auto allowances may be adjusted

(either up or down) each July 1st based on the approximate percentage change in the published I.R.S. mileage reimbursement rate during the preceding twelve months, as determined by the Finance Director.

- C. Assigned County vehicle. In its sole discretion, the Board of Supervisors may expressly authorize and approve the use of an assigned County vehicle for a covered officer or employee for County business in the territorial boundaries of Mono County and within the northern territory of Inyo County bounded to the south by (and encompassing) the Bishop region, including commuting to and from a personal residence in that territory. (See discussion below regarding use of County vehicles.) In the case of at-will employees, such authorization (if any) will be set forth in the applicable employment agreement. In the case of officers or employees who do not have such agreements (including elected officials), separate and distinct authorization must be provided by the Board for each such assigned vehicle. Use of such an assigned vehicle shall be deemed to cover and compensate a covered officer or employee for any and all job-related driving within the territorial boundaries of Mono County and within the northern territory of Inyo County bounded to the south by (and encompassing) the Bishop region, including any commuting to and from a principal residence in that territory. Accordingly, a covered officer or employee who has such a vehicle may not also obtain an automobile allowance or mileage reimbursement for such job-related driving in that territory using a private vehicle.
- D. Use of County vehicles. Whether assigned to a covered officer or employee in accordance with Section C for in-county travel or checked out from the County vehicle pool for out-of-county travel, all County vehicles are generally intended to be used for County business purposes only. Notwithstanding the foregoing, de minimus personal use of such a vehicle which is incidental to its business use is not prohibited; provided, however, that any risk of loss or liability to persons or property arising from such personal use shall be borne entirely by the covered officer or employee, who shall agree in writing to defend and indemnify the County from such loss or liability as a condition of such use, in a form approved by County Counsel.

For purposes of this section, “de minimus personal use” means miscellaneous errands during a covered officer or employee’s regular work day or approved out-of-county travel, to locations within the same community as the officer or employee’s County office or out-of-county travel destination and to places easily reachable during the travel (including commuting) to and from such locations. Examples of such approved errands include going to a post office, restaurant, bank, school, cleaners, or store; other errands may be approved in writing by the County Administrator in his or her sole discretion. For purposes of such de

minus personal use, the officer or employee may allow one or more passengers in the vehicle who are not County officers employees, for whom he or she shall accept full responsibility and risk of loss or liability, as specified above; in no event, however, may anyone who is not a County officer or employee be permitted to drive a County vehicle.

- E. Private airplane use. As one mode of out-of-county travel, a covered officer or employee who is a certified private pilot may in his or her sole discretion choose to use a private plane and be reimbursed for expenses associated with such use in lieu of more conventional modes of travel. Such a reimbursement may be calculated using any of the following methods, in the discretion of the officer or employee: (1) actual costs incurred to rent the airplane, provided however that the reimbursement shall not exceed the total estimated savings to the County of the officer or employee's time (based on their compensation rate) as a result of flying instead of using more conventional modes of travel; (2) in the case of an airplane owned by the officer or employee, the estimated costs of renting a comparable airplane; or (3) the estimated amount of all travel expenses that would reasonably have been incurred by the officer or employee through use of conventional transportation, including any connections (e.g., taxis), rental cars, additional meals or per diem, and additional overnight lodging if applicable.

For example, in calculating reimbursement under the latter method, if an officer or employee had a morning meeting in Sacramento and chose to fly a private plane the day of the meeting, he or she could submit a claim for reimbursement based on the reasonable estimated costs of conventional transportation to and from Sacramento for such a meeting. Such costs would include mileage for driving there and back, one night's lodging because it would have been reasonably necessary to drive there the day before such a morning meeting, and per diem for meals that would have been eaten during that estimated driving/lodging time period. Note that the reimbursement amount derived by this method has nothing to do with the actual or estimated costs of using the plane.

- F. Licenses and insurance. As a condition or prerequisite for County payment or reimbursement of any travel expenses involving an employee or officer's operation of any vehicle/airplane, the County may in its sole discretion require the employee or officer to maintain and provide proof of appropriate licenses and insurance in a form and amount acceptable to the County, including but not limited to naming the County as an additional insured.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Mono County Fisheries Commission		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter from Mono County Fisheries Commission regarding termination of the Conway Ranch water master contract with Mr. Fred Fulstone.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[MCFC letter](#)

History

Time	Who	Approval
6/11/2013 3:58 PM	Clerk of the Board	Yes



Mono County Fisheries Commission

PO Box 2415 ~ Mammoth Lakes CA 93546 ~ 760.924.1705 ~ Fax 760.924.1697

Steve Marti, Chair
760.932.7751
smarti@mono.ca.gov

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Dan Lyster, Staff
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dlyster@mono.ca.gov

~ Meeting the Goals to Preserve Trout Fisheries in Mono County ~

Honorable Mono County Board of Supervisors:

On behalf of the Mono County Fisheries Commission I am informing you that the Commission has unanimously voted to recommend to the Board the termination of the Conway Ranch water master (water irrigator) contract with Mr. Fred Fulstone. This recommendation is based on recent facts that have either been reported to or observed by members of the Commission.

Mr. Fulstone has opened water conveyances against staff direction. He has also limited the provisions of water to Inland Aquaculture Group's aquaculture operation at the Conway Ranch. This is in conflict with the water master contract that specifies the aquaculture operation has priority over the grazing operation, which is managed by Mr. Fulstone. Lastly, he was directed to remove sediment and conduct varmint control in a ditch, on Conway Summit, that allows for water conveyance to the Conway Ranch. This ditch is on the property of Mr. and Mrs. John Webb. Mr. Fulstone, with the assistance of others whom he provided, not only removed the sediment but widened the ditch. When Mr. Webb requested Mr. Fulstone and his crew stop the widening, Mr. Fulstone continued the process and the Webb's were forced to lock their gate to prevent access to Mr. Fulstone and to deter further damage. This incident negatively affected the Webb's business since with the gate locked they were unable to receive deliveries.

Based on these incidents, the Commission believes that Mr. Fulstone is unable or unwilling to fairly perform the duties of the Conway Ranch water master (water irrigator). We recommend the immediate service of a notice of termination of his contract as the water master (water irrigator), in order to prevent any future liabilities of the County.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Steve Marti".

Steve Marti, Chairman

RECEIVED

JUN 10 2013

OFFICE OF THE CLERK



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Mt. Whitney and White Mountain Ranger Districts		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence dated June 4, 2013 from Margaret Wood, District Ranger of the Mt. Whitney and White Mountain Ranger Districts regarding an Environmental Assessment for a proposal to implement a restoration project along with information on how to comment on the EA.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

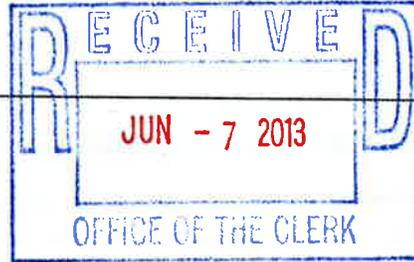
ATTACHMENTS:

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[Mt Whit Ltr](#)

History

Time	Who	Approval
6/11/2013 5:00 PM	County Administrative Office	Yes
6/11/2013 11:29 AM	County Counsel	Yes
6/10/2013 3:50 PM	Finance	Yes



File Code: 1950/2320
Date: June 4, 2013

Dear Interested Citizen,

The United States Department of Agriculture Forest Service, Inyo National Forest (Forest Service), has prepared an Environmental Assessment (EA) for a proposal to implement a restoration project on unauthorized routes in the White Mountains and John Muir Wildernesses. The Forest Service proposes to conduct restoration activities on fifty-eight unauthorized routes in a project area that includes eighty unauthorized routes. The unauthorized routes are either located in wilderness or were designated as unauthorized by the 2009 Travel Management Record of Decision. The EA 30-day public review and comment period is expected to begin on June 4, 2013.

The project has two primary purposes. The first purpose is to protect wilderness character by preventing illegal vehicle trespass into the two wilderness areas. The second purpose is to promote natural revegetation processes on the routes. The Forest Service has identified three objectives for the project: protect soil quality by stabilizing eroding sections of routes; promote the recovery of native vegetation cover and plant communities on route surfaces; protect the undeveloped quality of wilderness character in the White Mountains and John Muir Wildernesses.

Under the Modified Proposed Action, the Forest Service would conduct six types of restoration activities: de-compact surface soils on routes; reestablish natural contours on route surfaces by removing berms; install native vertical mulch; spread native ground mulch; install water bars or similar water diversion structures; and transplant/seed with native plants on the non-wilderness portion of routes. These project activities would enable the Forest Service to best meet the project's purpose and objectives.

The EA is available in hard copy format or can be viewed on the Inyo National Forest website at <http://www.fs.usda.gov/detail/inyo/landmanagement/projects/?cid=stelprdb5407462>. To obtain a copy of the EA please contact Project Leader Jeff Novak at 760-876-6231, jnovak@fs.fed.us, or PO Box 8, Lone Pine, CA, 93545.

Information about how to comment on the EA is provided below. Please contact Jeff Novak at the phone number or email address provided above if you have questions about the EA or commenting procedures.

Sincerely,

MARGARET WOOD
District Ranger, Mount Whitney and
White Mountain Ranger Districts



How to Comment on the EA

The comment period ends 30 days following the date of publication of the legal notice in the Inyo Register. Only those who provide comment or otherwise express interest in the proposed action during the comment period will be eligible to appeal the decision. Interest expressed or comments provided on this project prior to or after the close of this comment period will not constitute standing for appeal purposes.

Comments must meet the requirements of 36 CFR 215.6. Comments must be submitted to Jeff Novak, Wilderness Unauthorized Route Restoration Project Manager, White Mountain Ranger Station, 798 North Main Street, Bishop, CA, 93514, (760)876-6231, or fax 760-876-6202. Comments may also be submitted by email in word (.doc), rich text format (.rtf), text (.txt), and hypertext markup language (.html) to comments-pacificsouthwest-inyo@fs.fed.us. Comments may also be hand delivered weekdays 8:00 am - 4:30 pm at the above stated address. Contact Jeff Novak to make arrangements to provide oral comments.

To be eligible for appeal, each individual or representative from each organization submitting comments must either sign the comments or verify identity upon request. Names and addresses of commentators will become part of the public record.

The publication date of the legal notice in The Inyo Register is the exclusive means for calculating the time to submit comments on the proposed action. Those wishing to comment on this proposal should not rely upon dates or timeframes provided by any other source.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Byng Hunt, Chair
SUBJECT	Resolution Recognizing George Milovich for His Years of Service with Mono County		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution of Appreciation recognizing George Milovich for his years of service with Mono County.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Milovich Resolution](#)

History

Time

Who

Approval

6/11/2013 5:01 PM	County Administrative Office	Yes
6/11/2013 11:27 AM	County Counsel	Yes
6/7/2013 4:21 PM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF GEORGE MILOVICH**

WHEREAS, George Milovich began his career as an Agricultural Biologist in Inyo County in 1976 as a temporary employee, and became a full-time, permanent employee in 1977; and

WHEREAS, George became the Director of Agricultural Commissioner/Director of Weights and Measures in 1996, having served as the Deputy Director prior to that time; and

WHEREAS, George has served on a variety of Boards and Committees during his tenure as the Agricultural Commissioner including Personnel Standards, Natural Resources, Weed & Vertebrates, Finance, Specifications and Tolerances, Noxious Weed, GMO Crops, IRWMP Planning, Desert Mountain Resource Conservation & Development Council, Owens Lakebed Planning, Natural Resources Conservation Service, Paiute Tribe, Eastern Sierra Economic Assessment (Eastern Sierra Business Council); and

WHEREAS, The Inyo and Mono Counties' Agricultural Commissioner's Office (and Sealer of Weights and Measures) is entrusted with assisting, monitoring, and advocating for the agricultural industry of the counties and their environments; and

WHEREAS, George's duties included providing annual reports, performing various pest-related duties, and implementing many agricultural programs including nursery and seed programs, fruit and vegetable standards, apiary inspection and crop statistics; and

WHEREAS, George's additional functions included consumer protection and product quality, and verification of the accuracy of weight and measuring devices; and

WHEREAS, George has seen many changes in the Agricultural world throughout his 36 years.

NOW, THEREFORE BE IT RESOLVED, the Mono County Board of Supervisors and the Mono County Agricultural Commissioner's Office, hereby extend a most sincere "THANK YOU" in appreciation for George's many years of dedicated service; and

BE IT FURTHER RESOLVED, George Milovich is hereby extended our best wishes as he moves into the next chapter of his life, and congratulations and best wishes in retirement. APPROVED AND ADOPTED this 18th day of June, 2013, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Julie Bear, Mt. Whitney Area Representative
SUBJECT	Sierra Nevada Conservancy Proposition 84 Report		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation of the results/impacts of the Proposition 84 grant program administered by the Sierra Nevada Conservancy. Chairman Hunt has agreed to sponsor this item.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[SNC Staff](#)

[SNC presentation](#)

History

Time	Who	Approval
6/11/2013 5:04 PM	County Administrative Office	Yes
6/11/2013 11:02 AM	County Counsel	Yes
6/5/2013 11:19 AM	Finance	Yes



To: Honorable Board of Supervisors

From: Danna Stroud, Mt. Whitney Area Representative, Sierra Nevada Conservancy

Date: May 17, 2013

Subject

Presentation of the Sierra Nevada Conservancy Proposition 84 Report by Julie Bear, Mt. Whitney Area Manager

Recommendation

Receive the presentation

Discussion

Since 2006, the Sierra Nevada Conservancy has been administering Prop 84 funds through a competitive grant process. The purpose of this presentation is to provide a report to Mono County about the results and impact of the grants distributed to federal agencies, local governments and NGO's throughout the Sierra Nevada.

Fiscal Impact

None

Sierra Nevada Conservancy Investments in Mono County

Mono County
Board of Supervisors
Julie Bear, Mt. Whitney Area Manager
June 18, 2013

Mission

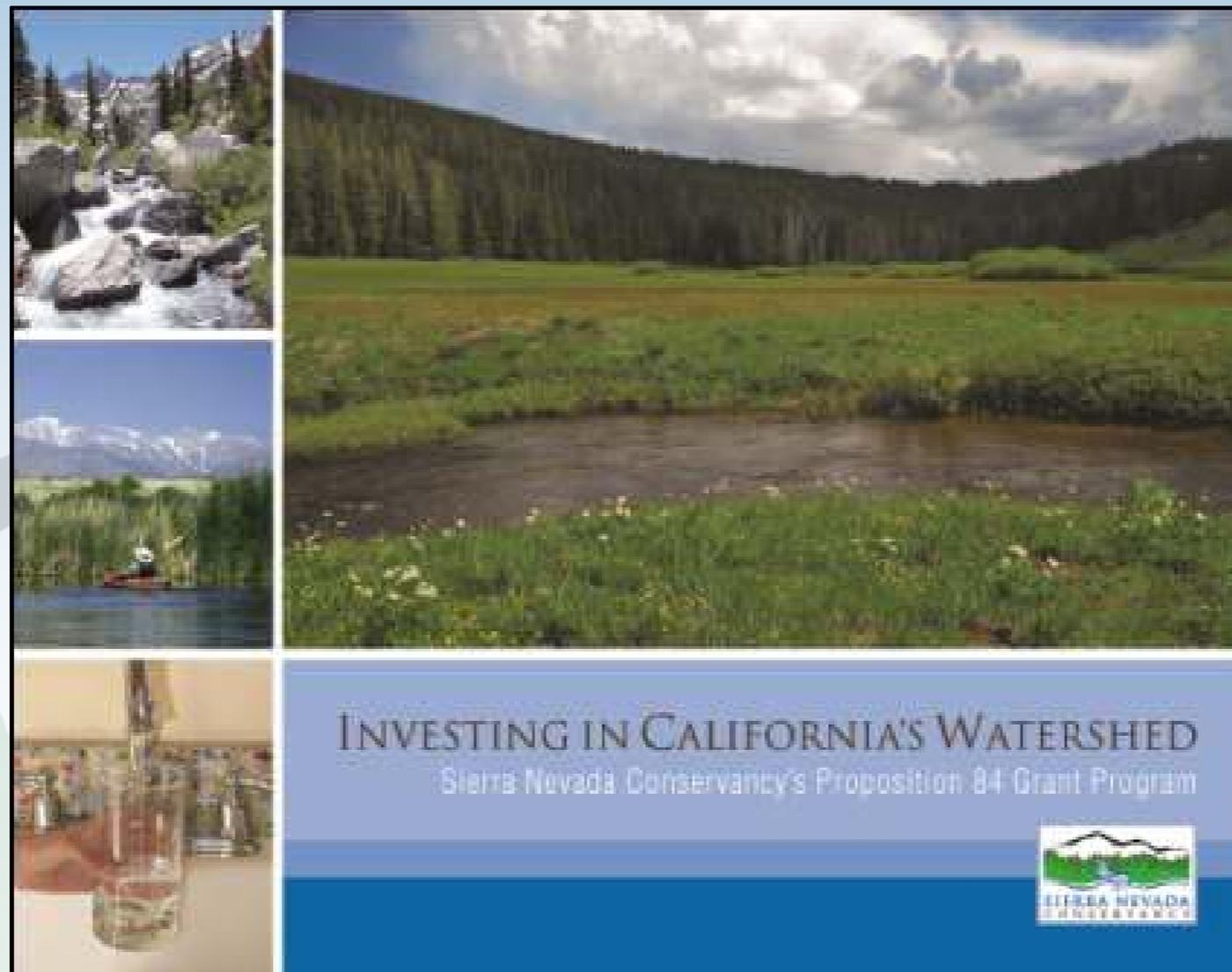
The Sierra Nevada Conservancy initiates, encourages and supports efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California.



Proposition 84

Investing in California's Watershed

Grantees in Mono County received \$2,752,346 million to support 13 projects.



Proposition 84

Investing in California's Watershed

Grantees in Mono County



Mill City Fuels Reduction "Before" - MLFPD.



Mill City Fuels Reduction "After" - MLFPD

Grantees In Mono County

- Mammoth Lakes Trails and Public Access Foundation
- Eastern Sierra Land Trust
- Town of Mammoth Lakes
- Mono Lake Committee
- Mammoth Lakes Fire Protection District
- CalTrout/IRWMP
- Inyo National Forest, Mammoth/Mono Ranger District
- Friends of the Inyo
- Mono County

Mono County Specific Work

SNC has provided funding or support for current Mono County projects including:

- June Lake Loop Fuels Reduction Project
- Sinnamon Meadows Conservation Easement
- Biomass Utilization Study
- Lee Vining and Bridgeport Trails through the SNC AmeriCorps Member

Sierra Nevada Forest and Community Initiative

The Initiative is a collaborative effort including local governments, environmental organizations, the business community and others, led by the Sierra Nevada Conservancy with two primary objectives:

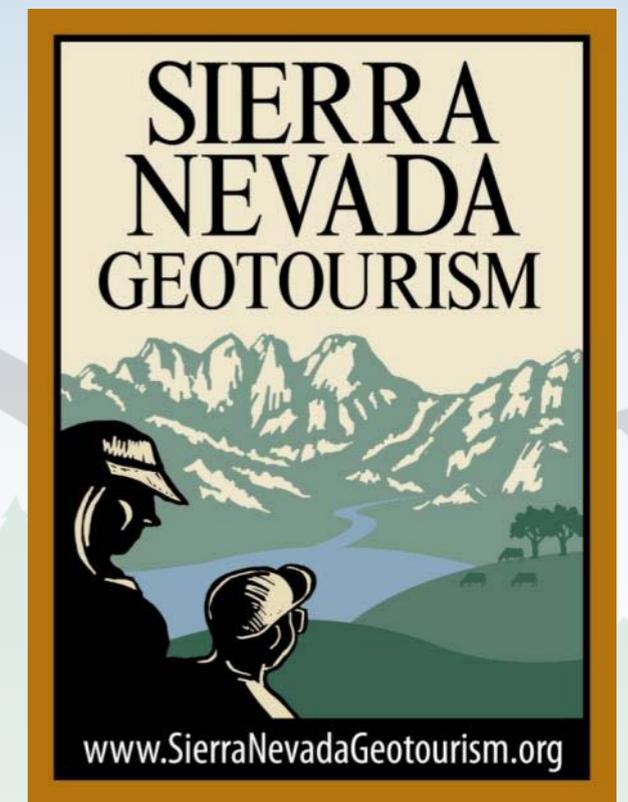
- Restore the health of our forests and reduce the risk and consequence of large damaging fires; and,
- Ensure that restoration efforts result in a positive economic contribution to local communities.



Sierra Nevada Geotourism

Mono County:

- 92 Active Destinations
- 38,101 views / 6 months



Great Sierra River Cleanup

September 21, 2013

Participate with 4,000 volunteers to help keep
California's Watershed clean!



www.sierranevada.ca.gov

What the Future Holds

- Administering the last of Proposition 84 Grant funds
- Inclusion in future Bond Measures
- Supporting Regional initiatives and community level activities – technical assistance, convening, and facilitating, advocacy, etc.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Mono County Superior Court		
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Hector Gonzalez
SUBJECT	County - Court Collections Memorandum of Understanding		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed MOU with Mono County Superior Court pertaining to collection services.

RECOMMENDED ACTION:

Authorize the CAO to enter into MOU between the County and the Superior Court for debt collection services.

FISCAL IMPACT:

An increase in revenues is expected to result from this agreement.

CONTACT NAME: John Vallejo

PHONE/EMAIL: 924.1700 / jvallejo@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:
CAO. Finance. County Counsel.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
6/13/2013 9:15 AM	County Administrative Office	Yes
6/12/2013 4:30 PM	County Counsel	Yes
6/13/2013 9:47 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: John-Carl Vallejo

DATE: June 18, 2013

RE: Superior Court Collections MOU

Recommendation:

Authorize the CAO to enter into MOU between the County and the Superior Court for debt collection services.

Fiscal/Mandates Impact:

An increase in revenues is expected to result from this MOU.

Discussion:

As the Board may recall, Hector Gonzalez of the Superior Court requested that the County enter into an MOU for collection services. The MOU is still in the process of being drafted at the time of writing this staff report and will be provided after the printing of the agenda.

As presented at the June 11, 2013 meeting by Hector Gonzalez to the Board, the MOU is expected to address collections of delinquent fines and fees imposed by the Court on criminal defendants. Although the County is already entitled to a portion of such revenue, historically such revenue has rarely been successfully collected. As such, it is expected that this collections program will enhance revenues by increasing the effectiveness of the Court's collection attempts. Below is a brief outline of the terms being discussed.

- The County will not be obligated to pay anything toward this MOU except from the "Delinquent Revenues" generated by the collection efforts.
- To the extent that the collections program costs more than it generates in Delinquent Revenue, the County will not be obligated to pay for the difference.
- The Court will hire an FTE position to help effectuate this collections program. The cost of this position is expected to be funded in part by the County's Delinquent Revenues, and in lesser part by the Court. This position is expected to do a significant amount of collections work prior to sending an account to a collections agency / program and

incurring additional cost. Court proposed that the FTE be temporary, part-time, limited to .75 FY for the first three months, and then to .50 FY for the remainder of the agreement. The Court requested a 2 year agreement.

- When the Court's internal collections efforts are exhausted, an account may be referred to an outside collections agency / program, which is expected to charge approximately 15% of the revenue collected from that particular account.
- The default procedure that will be instituted if this MOU is entered into and then terminated will require the County and the Court to proceed to mediation if another agreement is not made.

If you have any questions regarding this item, please call me at 760.924.1712.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services
SUBJECT	Tribal Temporary Assistance to Needy Families (TANF) Memorandum of Understanding		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed MOU with Owens Valley Career Development Center pertaining to provision of Tribal TANF services in Mono County.

RECOMMENDED ACTION:

Approve and authorize the Chair to sign the attached Memorandum of Understanding (MOU) with the Owens Valley Career Development Center for the transfer of Tribal Temporary Assistance to Needy Families (TTANF) services for eligible recipients.

FISCAL IMPACT:

None. This is a non-financial agreement.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760/924-1763 / kpeterson@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Tribal TANF](#)

[Tribal TANF MOU - Proposed](#)

History

Time	Who	Approval
6/11/2013 4:55 PM	County Administrative Office	Yes
6/11/2013 11:09 AM	County Counsel	Yes
6/7/2013 10:19 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: June 4, 2013

Re: Tribal TANF (Temporary Assistance to Needy Families)

Recommended Action:

Approve and authorize the Chair to sign the attached Memorandum of Understanding (MOU) with the Owens Valley Career Development Center for the transfer of Tribal Temporary Assistance to Needy Families (TTANF) services for eligible recipients.

Fiscal Impact:

None. This is a non-financial agreement.

Discussion:

The purpose of this agenda item is to request Board approval of the attached Memorandum of Understanding (MOU) between the County of Mono and the Owens Valley Career Development Center (OVCDC), a Tribal entity under the Owens Valley Board of Trustees, for the provision of a Tribal TANF Program in Mono County. This non-financial agreement serves to outline the responsibilities for Mono County and OVCDC in connection with the provision of Tribal TANF in Mono County.

The 1996 enactment of the Personal Responsibility and Work Opportunity Reconciliation Act created the Temporary Assistance for Needy Families (TANF) program; Section 412 of the act created the Tribal TANF program that enables American Indians to establish and operate culturally appropriate cash assistance, welfare to work programs for eligible families. Subsequently, the California Legislature enacted the California Work Opportunity and Responsibility to Kids (CalWORKs) program that delineated how program services could be transferred from counties to tribal governments.

In April 2013, the Owens Valley Career Development Center received U.S. Department of Health and Human Services approval to operate a Tribal TANF program in Mono County. Tribal TANF Programs offer cash assistance and welfare-to-work services and other supportive services to eligible participants. The OVCDC currently administers Tribal TANF in Inyo, Kern, Tulare, Kings, and Fresno counties.

The Tribal TANF Program is directly funded by federal and state sources, thus no local match is required to operate the program. After the Tribal TANF program is established in Mono County, qualified American Indian families will have a choice to participate in either the County CalWORKs program or the Tribal TANF program. They may transfer from one program to the other; however they may not receive aid from both programs simultaneously. Our Social Services Department continues to be responsible for MediCal and CalFresh programs.

It is anticipated that case transition will occur over the next several months. It is the intent of the local Tribal TANF Program to serve up to 55 families in Mono County. The attached MOU details the protocols to be followed by both Mono County and the OVCDC to assure clients access to the full array of services available to help them achieve self-sufficiency.

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTERING TRIBAL TANF PROGRAM**

(County of Mono – Owens Valley Career Development Center)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on _____,
by and between the County of Mono and the OWENS VALLEY CAREER DEVELOPMENT CENTER.

WITNESSETH:

WHEREAS:

- A. The County of Mono (hereinafter “County”) desires to transfer the provision of Temporary Assistance to Needy Families (TANF) services to a Tribal government, in accordance with Public Law 104-93, as amended; Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542) as amended; and the Welfare and Institutions Code, section 10553.25, as amended; and
- B. Owens Valley career Development Center (hereinafter “OVCDC”), a Tribal entity under the Owens Valley Board of Trustees, desires to accept transfer of the provision of TANF services, and to provide a Tribal family assistance program (hereinafter referred to as “Tribal TANF program”); and
- C. County and OVCDC do hereby covenant to follow the provisions in this Memorandum of Understanding (hereinafter “MOU”) and give full faith and credit to the public acts, records, and judicial proceedings of and for each party.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

I. PURPOSE

The purpose of this MOU is to outline County and OVCDC’s responsibilities in administering a Tribal TANF program in Mono County.

II. DEFINITIONS

- A. “TANF/CalWORKS” refers to the family assistance program administered by County.
- B. Under the governing body of the Owens Valley Board of Trustees, the OVCDC Tribal TANF program is a consortium of tribes, which includes the Bishop, Big Pine and Lone Pine Tribes.

III. COUNTY RESPONSIBILITIES

- A. County will inform, in writing, all TANF/CalWORKs applicants of potential eligibility for the Tribal TANF program.
- B. County will continue to provide TANF/CalWORKs assistance or services to eligible Tribal members not eligible under Tribal TANF.
- C. County will assign a liaison to OVCDC to assist in the resolution of issues that may arise. A liaison shall be available on normal County workdays, Monday through Friday, 8:00 a.m. through 5:00 p.m.
- D. County will provide OVCDC copies of County’s policies and procedures for TANF/CalWORKs assistance and services in existence as of the date of signing this MOU.

- E. County will provide, as possible, technical assistance for program development and implementation.
- F. To make the transfer of cases more efficient, the assigned County liaison shall provide OVDCDC records needed to determine eligibility for Tribal TANF (e.g., Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records and any other pertinent information), provided that appropriate authorization is given by the individual who is the subject of the records, or his representative. This information is to be provided to Tribal TANF as part of the determination of eligibility. Once eligibility is determined, Tribal TANF will notify County that the case has been determined eligible and accepted as a Tribal TANF case. Once the case has been accepted, it is deemed transferred. Non-eligible cases will be sent back to County.
- G. If needed and space is available, County may provide OVDCDC office space in their existing sites in Mammoth Lakes. If necessary, OVDCDC will pay rent at fair market value under a separate lease agreement.

IV. OVDCDC RESPONSIBILITIES

- A. With assistance from County, OVDCDC shall identify families to be transferred to the Tribal TANF program.
- B. OVDCDC shall obtain written acknowledgement from families participating in the Tribal TANF program which states that they cannot receive TANF/CalWORKs assistance and services from County while being served by OVDCDC.
- C. OVDCDC shall provide verification, as requested by Tribal TANF participants, to establish eligibility and benefit level for the Food Stamp and Medi-Cal programs. OVDCDC agrees to inform County in advance of any planned program changes (e.g., cost-of-living increases) to help ensure Food Stamp and Medi-Cal Program integrity.
- D. OVDCDC shall assign a liaison to County in the Tribal TANF program office to assist in the resolution of issues that may arise during the implementation of the Tribal TANF program. A liaison shall be available on normal County workdays, Monday through Thursday 8:00 a.m. through 5:00 p.m. and Friday 8:00 a.m. through 12:00 p.m.
- E. Should a participant choose to transfer back to TANF/CalWORKs, OVDCDC shall provide County with the records needed to determine eligibility for TANF/CalWORKs (e.g. Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records and any other pertinent information).

V. JOINT RESPONSIBILITIES

- A. Cooperate and communicate in a manner that optimizes services to Indian families and assure that Indian families in need of economic assistance and social services shall receive them without hindrance due to questions involving the interpretation or implementation of this Agreement.
- B. Provide mutual assistance through the identification of issues and solutions.
- C. Meet at least on a monthly basis during implementation of Tribal TANF and thereafter as determined by the parties.

- D. Inform all applicants and recipients of their right to apply for the Food Stamps and Medi-Cal programs.
- E. To prevent duplicate aid, OVCDC and County agree to exchange Social Security numbers as needed, monitor the Medi-Cal Eligibility Data System (MEDS), and take any other necessary steps to avoid duplication of assistance or services.

VI. TRANSFER OF CASE INFORMATION

- A. County will transfer case information in compliance with established County policy and in accordance with the Privacy Act, the Freedom of Information Act, and Section 10850 of the Welfare and Institutions Code.
- B. County will require a signed release of information from each family for every case transferred to the Tribal TANF program.
- C. Transfer of case information will be completed on or before August 31, 2013 or six months from the effective date of the approval by the United States Department of Health and Human Services of adding County into OVCDC's Tribal TANF plan. If extra time is needed to complete the transfer of cases, the terms will be negotiated as an addendum to this MOU.

VII. CONFIDENTIALITY

- A. Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information that identifies an individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, or destruction.
- B. The parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with section 10850 of the Welfare and Institutions Code.

VIII. FISCAL

- A. OVCDC is to be funded directly from Federal and State sources for the provision of a Tribal TANF family assistance program by the California Department of Social Services (CDSS).
- B. This MOU is contingent upon the availability of funds from which payment will be made.
- C. Neither County nor OVCDC shall incur fiscal obligation, unless otherwise provided for in this agreement or under another prior written agreement, or any assistance or services in County under the Tribal TANF program. The recovery or adjustment of any overpayment, underpayment, or duplicative assistance will be the responsibility of the party authorizing the erroneous payment.
- D. Once eligibility has been determined, Tribal TANF will notify County that the case has been determined eligible and accepted as a Tribal TANF Case. Once the case has been accepted, it is deemed transferred and OVCDC will provide payment.

IX. SANCTIONS

- A. Both parties agree that sanctions are not transferable from TANF/CalWORKs to Tribal TANF, or conversely.
- B. Indian families determined sanctioned for Tribal TANF shall not be aided by TANF/CalWORKs while being served by OVCDC.

- C. Indian families determined sanctioned by TANF/CalWORKs shall not be aided by OVDC while the family is being served by County.

X. INDEMNIFICATION

Pursuant to Government Code section 895.4, the parties to this MOU shall indemnify, defend and hold harmless the other parties hereto and their officers, agents and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by virtue of its own acts or omissions (either directly or through or by its officer, agents, or employees) in connection with its duties and obligations under this MOU and any amendments hereto.

XI. INDEPENDENT CAPACITY

- A. It is understood that OVDC is an independent agency and that no employer-employee relationship exists between these parties hereto.
- B. OVDC assumes that exclusive responsibility for OVDC's acts and the acts of OVDC's employee, agents, or subcontractors as they relate to services to be provided during the course and scope of this MOU.
- C. County assumes the exclusive responsibility for County's acts and the acts of County's employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this MOU.

XII. DISPUTES

If a dispute arises from this MOU involving the interpretation, implementation, or conflict or policy or procedures, the parties shall meet to resolve the problem within applicable Tribal laws and practices and County of Mono governing laws, and policies, and State and Federal law. Both parties shall ensure that any dispute will not disrupt the delivery of services or assistance payments to Indian families.

XIII. MODIFICATION OF TERMS

No addition to or alteration of the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by both parties. This MOU is subject to amendment, as necessary, in accordance with requirements contained in any future Tribal, Federal, or State statute, regulation or policy.

XIV. TERM

- A. This MOU shall be deemed in force as of the date first above written and shall remain in effect unless amended or terminated. Review of this MOU shall, at a minimum, occur every three (3) years, starting from the date of execution of this MOU.
- B. This MOU may be terminated unilaterally by either party upon written notice ninety (90) days in advance of the date of its termination. Either party considering termination shall explore alternatives with the other party before taking such action and ensure that there is no disruption or break in service or assistance to Indian families.
- C. In the event of retrocession, OVDC shall notify County and CDSS ninety (90) days prior to the effective date of retrocession.

XV. Any notification required by Paragraphs B and C of Section XV, above, shall be addressed as follows:

If to County:

Kathryn Peterson, MPH
Director, Mono County Department of Social Services
PO Box 2969
Mammoth Lakes, CA 93546

If to OVCDC:

Alexander Yazza, CEO
Owens Valley Career Development Center
P.O. Box 1467
Bishop, CA 93514

And a copy sent simultaneously to:

Administration of Children and Families
50 United Nations Plaza, Room 450
San Francisco, CA 94102
Attention: HUB Director

California Department of Social Services
CalWORKs Eligibility Bureau
744 P Street., M.S. 16-32
Sacramento, CA 95814
Attention: Tribal Coordinator

XVI. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. This MOU is not intended to, and shall not be construed, to create the relationship of agent, officer, employee, partnership, joint venture, or association between County and OVCDC. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this MOU.

XVII. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

IN WITNESS TO WHICH, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this MOU.

OWENS VALLEY CAREER
DEVELOPMENT CENTER

Date _____

By _____
Alexander Yazza, CEO

COUNTY OF MONO

Date _____

By _____
Byng Hunt, Chairman
Mono County Board of Supervisors

APPROVED AS TO FORM:

Date _____

By _____
Stacey Simon
Deputy County Counsel
Mono County



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Public Works - Solid Waste Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino
SUBJECT	Solid Waste Update, Community Cleanup Events		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update by Tony Dublino on Solid Waste Planning efforts, community cleanup events, and request for Board direction.

RECOMMENDED ACTION:

Receive presentation on Solid Waste Planning issues and provide any desired direction to staff. Receive update on community cleanup efforts this spring, and provide direction and interpretation as necessary to staff relating to the waiver of fees.

FISCAL IMPACT:

Up to \$750, depending on Board direction.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [SW staff](#)

 [Attach A SW](#)

 [Attach B SW](#)

History

Time	Who	Approval
6/11/2013 5:08 PM	County Administrative Office	Yes
6/11/2013 11:15 AM	County Counsel	Yes
6/7/2013 12:40 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

June 18, 2013

TO: Honorable Mono County Board of Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

RE: Solid Waste Program Update

RECOMMENDED ACTION:

Receive update and provide direction to staff. Provide direction and interpretation relating to waiver of fees for community cleanup events.

BACKGROUND:

This item is in response to the Board's request for regular updates regarding the Solid Waste Program, and the need to obtain Board direction regarding the intent of the Resolution authorizing waiver of fees for community cleanup events.

UPDATES:

Parcel Fees:

The FY 13/14 Agreement with the Town of Mammoth Lakes for extension of the solid waste parcel fee within the incorporated area is planned to be heard by the Town Council tomorrow, June 19. It is anticipated that the Town will approve the agreement. During the next fiscal year, the goal remains to develop a long-term parcel fee agreement with the Town, or some other mechanism, to ensure adequate funding for the closure of Benton Crossing Landfill.

Pursuant to Board discussion, the Finance Department has made changes to the County's property tax bills which will now include basic information, including appeal periods, on how a property owner can appeal the solid waste parcel fee if they believe the fee was calculated incorrectly.

Permitting:

Pumice Valley Landfill (PVLV): It is unknown at the time of submittal whether the Board's letter to DWP has had any measurable effect in their position. Staff will provide an update at today's meeting. If DWP has not changed their position to allow the current design to move forward, both the County and DWP face potential fines as no permit can be issued without the signature and lease of DWP. If DWP's offer to sign a permit and lease based on the current operations is genuine, the county could move forward with a re-design of the closure plan, and obtain a permit (albeit with greatly reduced scope) that would meet our needs for the short term, and potentially longer term. But before that course is committed to, it seems prudent to complete the current planning effort, to confirm that the offer DWP has made will in fact prove beneficial to our longer term interests.

Solid Waste Planning

ESJPA Report: On Thursday of this week, staff will be at the quarterly meeting of the ESJPA in Sacramento and will make a presentation regarding the Mono County Solid Waste Program. This is a subcommittee of RCRC, with representation from 22 rural county solid waste managers. The presentation will highlight the challenges facing Mono County's program, including permitting issues when the operator is not the landowner, and retaining volume and related funding when other disposal options begin to present themselves. The intent of the presentation is to elicit feedback and input from the wealth of experienced managers who attend the meeting, and incorporate that into the planning work underway.

Regionalization Report: Staff has reached out to Inyo County representatives, and has held preliminary discussions on whether our respective jurisdictions could benefit from a regional approach to solid waste. It is anticipated there will be follow-up meetings to explore the concept further.

TOML Report: Staff has met with TOML representatives to discuss current solid waste issues, the parcel fee agreement, and the MRF concept. There is new interest from TOML staff to undertake a feasibility study of the MRF. This will likely be discussed at the next Town/County Liaison Meeting.

SWTF Report: The quarterly meeting of the SWTF was postponed this month to after today’s meeting. At the next meeting, the group will consider draft goals, objectives and policies for the future of the county’s solid waste program. The result of this discussion will come back to the BOS for additional input and direction, before a final version is presented to the SWTF for adoption. Once adopted by the SWTF, the County’s Integrated Waste Management Plan will be presented to the Board for further comments and/or approval.

Community Cleanup Events:

Community Cleanup events were held in the Town of Mammoth Lakes (where the County provided a Temporary Household Hazardous Waste Collection Facility), June Lake, Lee Vining and Mono City during the month of May and June.

In October of last year, the Board adopted Resolution 12-72 (Attachment A) that provided additional direction for these events, and commissioned the organizer of the events with a responsibility to manage the events effectively. The 2013 events were managed quite well when compared to past years.

There was some waste related to the Town of Mammoth Lakes Cleanup that did not seem to meet the intent of the authorizing resolution, in the amount of approximately \$758 (see Attachment B for details). These charges related to waste that does not appear to have been collected during the event itself, and the collection of special handling items (TVs and monitors) that were accepted during the event, instead of being ‘discouraged’ as the Resolution states.

Nonetheless, it is important to note that the overall subsidy for TOML Cleanup was significantly less this year than the last two years:

<u>Cleanup Event</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Requested Waiver:	\$3,606	\$3,399	\$2,264 (minus \$758 = \$1506 total waiver)

Staff believes this year’s reduction can be attributed to better planning, and better separation of the waste collected at the event—the volunteers who ran the various locations did an exceptional job keeping the right waste in the right bin, and keeping out prohibited waste. Considering the improved management, staff requests the Board’s finding that the above charges are within the intent of the authorizing resolution, and that they can be waived pursuant to Resolution 12-72.

Respectfully Submitted,

Tony Dublino
Solid Waste Superintendent



RESOLUTION NO. R12-72

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
ESTABLISHING POLICIES AND PROCEDURES FOR THE
WAIVER OF TIPPING FEES FOR CERTAIN EVENTS AND ACTIVITIES
WITHIN MONO COUNTY.**

WHEREAS, the Board of Supervisors has adopted Resolution 98-56 and Minute Orders 02-95 and 07-124, authorizing certain exemptions from tipping fees at county landfills and transfer stations; and

WHEREAS, the purpose and intent of such waivers has historically been to promote community efforts to clean up public lands and to promote the beneficial reuse of items which would otherwise be discarded; and

WHEREAS, the County has been approached in recent years by individuals and entities requesting fee waivers for similar beneficial purposes; and

WHEREAS, the Solid Waste Task Force has reviewed those requests and recommended the policies set forth in this Resolution to the Board; and

WHEREAS, the Board of Supervisors finds and declares that the granting of fee waivers as set forth in this Resolution fulfills the public purposes of reducing litter and encouraging the beneficial reuse of discarded goods; and

WHEREAS, it is the desire of the Board to provide a unified Resolution governing fee waivers which establishes clear policies pursuant to which such waivers may be implemented in the years to come;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: EXEMPTION AUTHORIZED

The Mono County Department of Public Works shall exempt any thrift store operating in Mono County from payment of tipping fees for the disposal of items of personal property left and abandoned on the thrift store's premises without the store's consent, as well as items the store has duly attempted to sell and re-use, but have been deemed by the thrift store as unsellable. The disposal of solid waste generated by the thrift store in its ordinary course of business shall not be exempt from tipping fees. When disposing of such items and materials, a fee waiver manifest will be required and logged accordingly.

1 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
2 trash collected during annual community clean-up events conducted by volunteer groups throughout
3 Mono County. Waived fees shall generally apply to litter and other routine waste materials. Large
4 household appliances, car bodies or other large, bulky objects that require special handling shall be
5 discouraged to the extent feasible. It is the responsibility of the event organizer to ensure the event is
6 conducted so as to discourage these items from being disposed of during the event. This waiver shall
7 apply only to organized events that take place on public lands or public rights-of-way, but does not
8 extend to the Caltrans Adopt-a-Highway program. The organizing group shall make request for waiver
9 from solid waste disposal fees in writing to the Public Works Director at least ten working days prior to
10 the scheduled event-taking place. When disposing of such items and materials, a fee waiver manifest
11 will be required and logged accordingly.

12 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
13 the disposal of clean wood waste when valid coupons are presented at the time of disposal. These
14 coupons shall be distributed by the local fire chiefs, and shall be distributed based on the need for
15 defensible space. The fire chief for each fire district shall estimate the total number of coupons needed
16 within the district.

17 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
18 illegally dumped trash and debris on public lands that has been collected and transported to the transfer
19 station and landfills by the USFS or the BLM, or their authorized representative. When disposing of
20 such items and materials, a fee waiver manifest will be required and logged accordingly.

21 **SECTION TWO: DEFINITIONS**

22 The term "thrift store" means a store with a regular place of business and regular hours of operation the
23 ongoing business activity of which consists primarily of accepting and receiving donations of used
24 personal property from members of the public, which it sells to other members of the public. As used
25 in this resolution, the term donation means only the voluntary relinquishment of possession, title, and
26 any future claim with respect to an item of personal property without receipt by the donor of such
27 property of any actual or potential money, goods, services, promises, or other consideration in
28 exchange for such relinquishment. All terms forms used in this resolution shall have the same meaning

1 as set forth In the Definitions section of Resolution 98-27 of the Board of Supervisors, unless the
2 context clearly requires otherwise.

3
4 **SECTION THREE: EXEMPTION PERMITS**

5 Any organization claiming status as "thrift store" and, wishing to utilize the tipping-fee exemption
6 authorized by this resolution shall first apply to the Department of Public Works for an exemption
7 permit. The form of such applications and the manner of their processing shall be prescribed by the
8 Public Works Department. The Director of Public Works or his or her designee ("the Director") shall
9 grant an exemption permit to any applicant who, in the sole judgment of the Director, meets the
10 definition of thrift store prescribed herein. Permits issued shall remain valid until suspended or revoked
11 by the Director. Permits are non-transferable without the express written consent of the Director.
12 Permits are a privilege, not a right, property interest, or entitlement of any kind and the Board of
13 Supervisors may discontinue, modify, or limit the fee waiver program at any time. The Director may
14 require permit holders or their representatives to present their permits and such other documentation as
15 the Director may deem appropriate at the gates of the landfill when disposing of waste for which an
16 exemption is claimed. The Director may impose such other procedural requirements on permit holders
17 as the Director deems appropriate in order to verify exemption eligibility, account for exempt waste
18 going into the landfill, or otherwise implement this resolution. The Director may also from time to time
19 require any permit holder to supply such information as the Director deems necessary In order to verify
20 the holder's continuing eligibility for the permit. A permit may be revoked or suspended by the Director
21 at any time, with or without notice or a hearing, for any of the following reasons: failure by a permit
22 holder to provide information requested by the Director; failure by a permit holder to comply with any
23 permit-related requirement imposed by the Director; fraud or misrepresentation by any person in
24 applying for or using a permit; intentional or negligent misuse or abuse of the permit; failure by the
25 permit holder to meet the definition of "thrift store" at any point; or such other reason as the Director
26 may deem appropriate. The Director's decision on any issue relating to exemption permits, including
27 but not limited to permit issuance, suspension, or revocation, shall be final and non-appealable.

28
29 **SECTION FOUR: REPORTING AND ACCOUNTING**

30 Any trash for which a fee waiver is granted (hereinafter "exempt trash") must be charged to an account
31 established for that specific purpose. Whenever exempt trash is delivered to the landfill, except when a
32 wood waiver coupon is used, the responsible individual shall be required to fill out a Fee Waiver

1 Manifest log identifying the origin of the trash, and any other information the Public Works Director
2 deems necessary and appropriate for accounting and reporting purposes.

3
4 The Director or his designee shall report the annual totals of the waiver programs to the Board of
5 Supervisors during the first quarter of each year.

6 **SECTION FIVE: MISCELLANEOUS**

7 This resolution supersedes Resolution 98-56, and Minute Orders 02-95 and 007-124. In the event that a
8 portion of this resolution is ever declared unconstitutional, invalid, or otherwise unenforceable by a
9 court of competent jurisdiction, such portion shall be severable from the remaining provisions of this
10 resolution, which the Board of Supervisors declares it would have adopted even without the severed
11 portion(s).

12 **PASSED, APPROVED and ADOPTED** this 2nd day of October, 2012, by
13 the following vote, to wit:

14 **AYES:** Supervisors Hansen, Hazard, Hunt and Johnston.
15 **NOES:** None.
16 **ABSENT:** Supervisor Bauer.
17 **ABSTAIN:** None.


BYNG HUNG, Vice-Chair
Mono County Board of Supervisors

18 **ATTEST:**
19 
20 Clerk of the Board, Sr. Deputy

APPROVED AS TO FORM:

County Counsel

Attachment B

Ticket #	Date	Time	Waste	Tons	Fee	Meets Intent of Authorizing Resolution	amount waived per intent	Origin	Comments
25215	5/18/2013	9:33	Org	3.93	\$ 5.00	100%	\$ 5.00	Comm Cer	tree stumps, loader
25218	5/18/2013	10:17	Org	1.09	\$ 5.00	100%	\$ 5.00	Manzanita	
25222	5/18/2013	10:25	Org	5.21	\$ 5.00	100%	\$ 5.00	MD	
25223	5/18/2013	10:38	Org	6.37	\$ 5.00	100%	\$ 5.00	Comm Center	
25228	5/18/2013	11:31	C&D	2.94	\$ 217.56	100%	\$ 217.56	MD	
25230	5/18/2013	11:49	C&D	1.79	\$ 132.46	100%	\$ 132.46	Manzanita	
25231	5/18/2013	12:41	C&D	1.62	\$ 119.88	100%	\$ 119.88	Manzanita ?	Organics?
25232	5/18/2013	12:42	MSW	4.42	\$ 327.08	50%	\$ 163.54	MD	Compactor--ineligible MSW, filled before event
Closed							\$ -		
25233	5/18/2013	1:11	Org	1.61	\$ 5.00	100%	\$ 5.00	Comm Cer	.75 full at end of event--that's what arrived
25234	5/18/2013	2:09	C&D	2.39	\$ 176.86	100%	\$ 176.86	Comm Cer	full at end of event--that's what arrived
25235	5/18/2013	2:20	C&D	0.73	\$ 54.02	100%	\$ 54.02	Canyon	.5 full at end of event, that's what arrived
25236	5/18/2013	2:36	MSW	0.68	\$ 50.32	100%	\$ 50.32	Manzanita	.25 full at end of event, that's what arrived
25237	5/20/2013	8:28	MSW	4.94	\$ 365.56	50%	\$ 182.78		Compactor--ineligible MSW and Sunday ?
25250	5/20/2013	10:27	CRT	1.84	\$ 295.74	0%	\$ -		48 CRT--ineligible
25251	5/20/2013	10:28	CRT	0.49	\$ 85.46	0%	\$ -		14 CRT--62 total, ineligible
25259	5/20/2013	11:48	C&D	2.14	\$ 241.86	80%	\$ 193.49	MD	2 appliances, 9 tires, filled after event
25263	5/20/2013	12:35	Org	4.07	\$ 5.00	50%	\$ 2.50	Manzanita	.5 full at end of event--filled after event
25269	5/20/2013	1:48	Org	4.56	\$ 5.00	50%	\$ 2.50	Canyon	.5 full at end of event--filled after event
25273	5/20/2013	2:15	Org	2.43	\$ 5.00	50%	\$ 2.50	MHS	.25 full at end of event--filled after event
25286	5/21/2013	8:28	Org	1.67	\$ 5.00	50%	\$ 2.50	MD	.25 ton at 1:00--filled after event
25298	5/21/2013	10:16	Org	2.26	\$ 5.00	0%	\$ -	??	Not sure where this bin came from
25318	5/21/2013	1:58	C&D	1.93	\$ 142.82	50%	\$ 71.41	MHS	.25 full at end of event
25303	5/21/2013	11:31	Org	0.9	\$ 5.00	0%	\$ -	??	Not sure where this bin came from
none	5/18/2013		HHW	0.58	\$ -	0%	\$ -	MHS	
					60.59	\$ 2,264.62		\$ 1,397.32	
					MD request:	\$ 2,155.60	Discrepancy:	\$ 758.28	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, Finance Director
SUBJECT	Public Hearing regarding proposed county fee schedule		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Resolution #R13- _____, a resolution of the Board of Supervisors adopting fees for certain County permits and other services, and authorizing the Finance Director to compile and maintain one or more lists of County fees.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Estimated revenue increase of \$8,117 for Fiscal Year 2013/2014.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5434 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [FY 13/14 Proposed Fee Staff Report](#)
- [FY 13/14 Fee Resolution](#)
- [Proposed Master Fee Schedule 13/14](#)

History

Time	Who	Approval
6/11/2013 5:09 PM	County Administrative Office	Yes
6/11/2013 11:23 AM	County Counsel	Yes
6/7/2013 3:54 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: June 18, 2013
To: Honorable Board of Supervisors
From: Leslie Chapman, Director of Finance
Subject: County Fees

Recommended Action:

Conduct public hearing regarding changes to County fees. Approve resolution adopting new or increased fees for certain County permits and other services and authorizing the Finance Director to compile and maintain one or more lists of County fees.

Fiscal Impact:

FY 13/14 est. \$8,117 additional revenue

Discussion:

With the exception of fees specified by State law, fees cannot exceed the actual cost of providing the service. The basic concept of fees is to charge the actual user of the services for the cost. In cases where there is no fee or where the fee does not fully cover costs, property tax payers must subsidize the cost to provide the service.

Attached is a master list of County fees. There are a number of proposed changes. The Finance Department provided department heads with an excel spreadsheet for computing a productive labor rate and the associated fees.

The master list shows the actual cost to provide the service as well as a recommended fee for those fees that are proposed to change. When the current fee exceeds the cost to provide the service, a reduction is required.

Currently the County budgets revenues of approximately \$3,165,000 in the General Fund for charges for services, including charges to other government agencies. The largest charges for services categories are tax administration fees, as required by the Revenue and Taxation Code, fees for ambulance services, and dispatch services for the Town of Mammoth Lakes.



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4 **RESOLUTION NO. _____**
5 **BOARD OF SUPERVISORS, COUNTY OF MONO**

6 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING FEES**
7 **FOR CERTAIN COUNTY PERMITS AND OTHER SERVICES, AND AUTHORIZING THE**
8 **FINANCE DIRECTOR TO COMPILE AND MAINTAIN ONE OR MORE LISTS OF**
9 **COUNTY FEES**

10 **WHEREAS**, County departments are authorized and directed by provisions of state law and the
11 Mono County Code to perform various services, including but not limited to processing applications
12 for permits; and

13 **WHEREAS**, applicable provisions of state law and the Mono County Code authorize the
14 County to charge fees for the services of its departments in amounts not to exceed the County's costs of
15 providing such services; and

16 **WHEREAS**, the fees presently charged by the County for certain services require adjustment to
17 reflect the actual cost of providing services; and

18 **WHEREAS**, the Board of Supervisors has conducted a duly-noticed public hearing regarding
19 certain proposed new or increased fees, in accordance with Government Code sections 66016 and
20 66018 and other applicable laws; and

21 **WHEREAS**, based on the testimony presented at the public hearing as well as the oral and
22 written staff reports also presented to the Board in connection with the hearing, the Board finds and
23 determines .that the fees set forth in this Resolution will not exceed the County's costs of providing the
24 services for which the fees are charged; and

25 **WHEREAS**, it would be convenient for County administration and the public to be able to
26 consult one or more lists summarizing then-current County fees.

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NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION ONE: Pursuant to applicable provisions of state law and the Mono County Code, the new, increased, or reduced fees set forth on the Exhibit attached hereto and incorporated herein are hereby adopted and shall take effect immediately. Any existing County fees not modified by the Exhibit shall remain in full force and effect.

SECTION TWO: For the convenience of County administration and the public, the County's Director of Finance is authorized to compile and maintain one or more lists summarizing any or all County fees, including but not limited to those set forth on the Exhibit and also any existing fees not affected by this resolution. The Director of Finance may revise, disseminate, and publicize said lists from time to time as he deems necessary to reflect any future changes in County fees.

SECTION THREE: This Resolution shall not supersede or repeal any minute order or other Resolution of the Board pertaining to fees, except to the extent that the amount of an existing fee is expressly increased or otherwise modified by this Resolution.

APPROVED AND ADOPTED this 18th day of June, 2013, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

**BYNG HUNT, CHAIRPERSON
BOARD OF SUPERVISORS
COUNTY OF MONO**

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ATTEST:
LYNDA ROBERTS
CLERK OF THE BOARD

APPROVED AS TO FORM

MARSHALL RUDOLPH
COUNTY COUNSEL

EXHIBIT

ASSESSOR

Copy of Secured Roll	\$37.00
Copy of Secured Roll with Characteristics	\$37.00
Copy of Unsecured Roll	\$37.00
Property Physical Characteristics	Deleted
<i>Parcel Maps</i>	
Parcel Map - First	\$1.00
Parcel Map - Additional	\$1.00
Parcel Map Index	\$1.00
Screen Print	\$.20
Facsimile	Deleted
labels	\$41.00 set up plus \$2.50 per page
<i>Square Footage Verification</i>	
Square Footage Verification -First	Deleted
Square Footage Verification -Additional	Deleted
Certified Copy	Deleted
Cadastral Research Hourly Rate	\$38.00
Assessment Research Hourly Rate	\$38.00
Appraisal Record	\$0.00
Historical Aircraft Exemption	\$35.00
Late Filing	\$0.00

CLERK - RECORDER

Certified Death Certificate	\$16.00
Certified Death Certificate - Government Agency	\$16.00
Certified Death Certificate - Fetal Death	\$13.00
Certified Birth Certificate	\$20.00
Certified Birth Certificate - Government Agency	\$14.00
Process Server Bond Registration	\$120.00

COMMUNITY DEVELOPMENT

Code Compliance - Hourly Rate	\$92.00
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COUNTY COUNSEL

Hourly Rate	\$120.00
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EMERGENCY MEDICAL SERVICES

Advanced Life Support
Advanced Life Support – No Transport

\$340.00

INFORMATION TECHNOLOGY

Request for Data - hourly rate

\$72.00

PROBATION

Adult Cost of Probation

\$30.00

Juvenile Cost of Probation

\$30.00/Month

Supervision & Reports

Less of \$20/mo or \$240/yr

Processing Fee for Interstate Transfer

\$75.00

Electronic Monitoring

Blue Cell

\$4.35/day

Blue Land Based

\$3.50/day

Blue Tag

\$7.00/day

SCRAM

\$9.75/day

PUBLIC HEALTH

HOUSING

Organized Camp/Resort

\$486.00

FOOD FACILITIES

Retail Markets (Annual)

51-1999 sq feet-seasonal

\$122.00

2000-5999 sq ft-seasonal

\$203.00

Temporary Food Facilities

Community Event Organizer application received 8 to 13 days prior to event

\$101.00

Community Event Organizer application received 2 to 7 days prior to event

\$122.00

1-4 day temp food application received 8 to 13 days prior to event

\$101.00

1-4 day temp food application received 2 to 7 days prior to event

\$122.00

5-7 days temp food application received 8 to 13 days prior to event

\$101.00

5-7 days temp food application received 2 to 7 days prior to event

\$122.00

8-25 days temp food application received 8 to 13 days prior to event

\$101.00

8-25 days temp food application received 2 to 7 days prior to event

\$122.00

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	SOLID WASTE	
2	Collection Vehicles	\$122.00
3	TATTOO/BODY PIERCING	
4	Practitioner registration (one-time)	\$41.00
	CUPA FEES	
5	<i>Waste Generators (Annual)</i>	
6	Small - less than 100kg or 30 gals/mo	\$122.00
7	Large - over 1000kg or 300gals/mo	\$365.00
	<i>HazMat Response</i>	
8	During non-business hours-hourly	\$122.00
9	RECREATIONAL HEALTH	
	<i>Pools/Spas (Annual)</i>	
10	Public Pools	\$284.00
11	Additional pool at same facility	\$203.00
12	Additional spa at same facility	\$203.00
	WELL PERMITS	
13	Monitoring well construction addl same loc/time	\$41.00
14	Monitoring well destruction addl same loc/time	\$41.00
15	Permit Extension-one year (one time only)	\$41.00
	SMALL PUBLIC WATER SYSTEMS	
16	<i>Operating Permits (annual)</i>	
17	Nitrate Testing	\$35.00
18	SEWAGE DISPOSAL PERMITS	
19	Minor Repair (drain field or tank)	\$284.00
20	Permit Extension-one year (one time extension)	\$41.00
	Septic Tank & Chemical Toilet Cleaning Services (per vehicle/year)	\$122.00
21	MORTGAGE CERTIFICATIONS	
22	Individual Well Certification	\$162.00
		\$162.00
23	Well and Septic System Certification same site	\$243.00
24	PENALTIES	
25	2nd and subsequent reinspections hrly rate	\$81.00
	PUBLIC HEALTH NURSING FEES	
26	<i>Travel/Adult Immunizations</i>	
27	Consultation per 1/2 hour	\$45.00
28		

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
ADMINISTRATION							
<i>Community Centers</i>							
	Deposit, Per Use, Alcohol Present	\$500.00	\$500.00	0%		\$ -	No Change
	Deposit, Per Use, No Alcohol Present	\$300.00	\$300.00	0%		\$ -	No Change
	Use, Crowley Lake w/o Kitchen	\$150.00	\$150.00	0%		\$ -	No Change
	Use, Crowley Lake with Kitchen	\$200.00	\$200.00	0%		\$ -	No Change
	Use, Other than Crowley Lake w/o Kitchen	\$75.00	\$75.00	0%		\$ -	No Change
	Use, Other than Crowley Lake with Kitchen	\$100.00	\$100.00	0%		\$ -	No Change
<i>Film Permits</i>							
	One-Time Fee Based on Number of Personnel On Site:						
	1-12	\$100.00	\$100.00	0%		\$ -	No Change
	13-25	\$150.00	\$150.00	0%		\$ -	No Change
	26-50	\$200.00	\$200.00	0%		\$ -	No Change
	51-100	\$300.00	\$300.00	0%		\$ -	No Change
	101-500	\$600.00	\$600.00	0%		\$ -	No Change
	501 or more	\$1,000.00	\$1,000.00	0%		\$ -	No Change
	Additional Daily Fee for Use of the Following County Facilities:						
	Courthouse	\$250.00	\$250.00	0%		\$ -	No Change
	Parks or Campgrounds	\$200.00	\$200.00	0%		\$ -	No Change
	Community Centers	\$150.00	\$150.00	0%		\$ -	No Change
	Office Buildings	\$150.00	\$150.00	0%		\$ -	No Change
	Roads	\$100.00	\$100.00	0%		\$ -	No Change
	Expedited Application (48 hour turnaround)	\$200.00	\$200.00	0%		\$ -	No Change
	<i>Photocopy Charges to Public or Outside Agencies for all County Departments</i>						
	Black and White Copy	\$0.09	\$0.09	0%	1000	\$ -	Direct Cost of Duplication \$0.09097
	Color Copy	\$0.20	\$0.20	0%	50	\$ -	Direct Cost of Duplication \$0.21097

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
AIRPORTS							
	Tie Down	\$5.00/day or \$50.00/month	\$5.00/day or \$50.00/month	0%		\$ -	No Change
	Automobile Parking	\$50.00/year	\$50.00/year	0%		\$ -	No Change
	Aviation Fuel	Cost + 10%	Cost + 10%	0%		\$ -	No Change
	Monthly Hangar Rental	\$0.045/square foot	\$0.06/square foot	0%		\$ -	No Change
ANIMAL CONTROL							
	<i>Dog License</i>						
	Spayed and Neutered	\$10.00	\$10.00	0%		\$ -	No Change
	Intact (non-altered)	\$20.00	\$20.00	0%		\$ -	No Change
	Working Dog	\$10.00	\$10.00	0%		\$ -	No Change
	Working Kennel	\$30.00	\$30.00	0%		\$ -	No Change
	Duplicate License	\$5.00	\$5.00	0%		\$ -	No Change
	Transfer Fee	\$5.00	\$5.00	0%		\$ -	No Change
	Late Fee (after June 30)	\$20.00	\$20.00	0%		\$ -	No Change
	<i>Commercial Kennel</i>						
	Initial Permit	\$250.00	\$250.00	0%		\$ -	No Change
	Annual Renewal	\$100.00	\$100.00	0%		\$ -	No Change
	<i>Impound</i>						
	Dog Wearing Current License	\$25.00	\$25.00	0%		\$ -	No Change
	Dog Not Wearing Current License	\$50.00	\$50.00	0%		\$ -	No Change
	Cat	\$20.00	\$20.00	0%		\$ -	No Change
	Livestock	\$100+\$15/hr	\$100+\$15/hr	0%		\$ -	No Change
	All Other Animals	\$20.00	\$20.00	0%		\$ -	No Change
	<i>Boarding Fees From Impounds</i>						
	1 Dog/Kennel	\$10/Day	\$10/Day	0%		\$ -	No Change
	2 Dog/Kennel	\$11/Day	\$11/Day	0%		\$ -	No Change
	3 Dog/Kennel (less than 25lbs.ea)	\$12/Day	\$12/Day	0%		\$ -	No Change
	1 Cat/Cage	\$6/Day	\$6/Day	0%		\$ -	No Change
	Other Animals	\$5/Day	\$5/Day	0%		\$ -	No Change
	Livestock	\$20/Day	\$20/Day	0%		\$ -	No Change

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	<i>Turn In</i>						
	Single Animal By Owner	\$25.00	\$25.00	0%		\$ -	No Change
	Litter By Owner	\$30.00	\$30.00	0%		\$ -	No Change
	Euthanasia (emergency)	\$25.00	\$25.00	0%		\$ -	No Change
	Dead Animal Disposal						
	Delivered By Owner	\$15.00	\$15.00	0%		\$ -	No Change
	Picked Up By Animal Control	\$25.00	\$25.00	0%		\$ -	No Change
	Adoption Cat	\$25.00	\$25.00	0%		\$ -	No Change
	Adoption Dog	\$40.00	\$40.00	0%		\$ -	No Change
	ASSESSOR						
	Copy of Secured Roll	\$300.00	\$37.00	-88%	4	\$ (1,052)	Cost by Time Study \$37.03
	Copy of Secured Roll with Characteristics	\$585.00	\$37.00	-94%	0	\$ -	Cost by Time Study \$37.03
	Copy of Unsecured Roll	\$175.00	\$37.00	-79%	2	\$ (276)	Cost by Time Study \$37.03
	Property Physical Characteristics	\$4.00	\$0.00	-100%	20	\$ (80)	System can not produce this
	<i>Parcel Maps</i>						
	Parcel Map - First	\$4.00	\$1.00	-75%	24	\$ (72)	Cost by Time Study \$1.05
	Parcel Map - Additional	\$2.00	\$1.00	-50%	0	\$ -	Cost by Time Study \$1.05
	Parcel Map Index	\$8.00	\$1.00	-88%	0	\$ -	Cost by Time Study \$1.05
	Screen Print	\$1.00	\$0.20	-80%	12	\$ (10)	Cost by Time Study \$.19
	Facsimile	\$3.00	\$0.00	-100%	0	\$ -	No longer available
	labels	\$41.00 set up plus \$2.00 per page	\$41.00 set up plus \$2.50 per page	25%	4/18	\$ 9	Cost by Time Study
	<i>Square Footage Verification</i>						
	Square Footage Verification -First	\$4.00	\$0.00	-100%	0	\$ -	Service provided by Parcel Quest
	Square Footage Verification -Additional	\$1.00	\$0.00	-100%	0	\$ -	Service provided by Parcel Quest
	Certified Copy	\$2.00	\$0.00	-100%	0	\$ -	Service provided by Parcel Quest
	Cadastral Research Hourly Rate	\$63.00	\$38.00	-40%	0	\$ -	Cost by Time Study \$37.70
	Assessment Research Hourly Rate	\$63.00	\$38.00	-40%	4	\$ (100)	Cost by Time Study \$37.70
	Appraisal Record	\$2.00	\$0.00	-100%	5	\$ (10)	Cost by Time Study \$2.01
	Historical Aircraft Exemption	\$35.00	\$35.00	0%	0	\$ -	R&T Code 220.5
	Late Filing	\$175.00	\$0.00	-100%	0	\$ -	R&T Code 63.1(j)

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
CLERK - RECORDER							
	<i>Fictitious Business Name</i>						
	Fictitious Business Name App DBA	\$12.50	\$12.50	0%		\$ -	No Change
	Additional Business Name	\$12.50	\$12.50	0%		\$ -	No Change
	Additional registrant	\$2.00	\$2.00	0%		\$ -	No Change
	Abandonment of Fictitious Name	\$7.50	\$7.50	0%		\$ -	No Change
	Withdrawal of Partnership	\$5.00	\$5.00	0%		\$ -	No Change
	Certified copy of FBN	\$2.00	\$2.00	0%		\$ -	No Change
	<i>Marriage Licenses</i>						
	Marriage license	\$50.00	\$50.00	0%		\$ -	No Change
	Confidential Marriage license	\$60.00	\$60.00	0%		\$ -	No Change
	Certified Marriage Certificate	\$14.00	\$14.00	0%		\$ -	No Change
	Certified Marriage Certificate - Government Agency	\$10.00	\$10.00	0%		\$ -	No Change
	Wedding	\$124.00	\$124.00	0%		\$ -	No Change
	Certified Death Certificate	\$14.00	\$16.00	14%	249	\$ 498	H&S 103625(b), 100430, AB 1053, Oct. 2, 2011
	Certified Death Certificate - Government Agency	\$14.00	\$16.00	14%	1	\$ 2	H&S 103625(b), 100430, AB 1053, Oct. 2, 2012
	Certified Death Certificate - Fetal Death	\$11.00	\$13.00	18%	1	\$ 2	H&S 103625(b), 100430, AB 1053, Oct. 2, 2013
	Human Remains Disposition Permit	\$11.00	\$11.00	0%		\$ -	No Change
	Certified Birth Certificate	\$18.00	\$20.00	11%	172	\$ 344	H&S 103625(b), 100430, AB 1053, Oct. 2, 2013
	Certified Birth Certificate - Government Agency	\$12.00	\$14.00	17%	1	\$ 2	H&S 103625(b), 100430, AB 1053, Oct. 2, 2013
	Vital Record Search	\$13.00	\$13.00	0%		\$ -	No Change
	Clerk's Acknowledgement per name	\$2.25	\$2.25	0%		\$ -	No Change
	Notary Public Bond Filing/Withdrawal	\$16.00	\$16.00	0%		\$ -	No Change
	Process Server Bond Registration	\$100.00	\$120.00	20%	1	\$ 20	B&P 22352 & Fee Worksheet
	Power of Attorney / Revocation	\$3.50	\$3.50	0%		\$ -	No Change
	Additional names	\$2.25	\$2.25	0%		\$ -	No Change
	Recordable document 8 1/2 x 11	\$8.00	\$8.00	0%		\$ -	No Change
	Each additional page	\$3.00	\$3.00	0%		\$ -	No Change
	Recordable document 8 1/2 x 14	\$11.00	\$11.00	0%		\$ -	No Change
	Each additional page	\$6.00	\$6.00	0%		\$ -	No Change

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	Monument Survey	\$10.00	\$10.00	0%		\$ -	No Change
	Document with Two Titles 8 1/2 x 11	\$16.00	\$16.00	0%		\$ -	No Change
	Each additional page	\$3.00	\$3.00	0%		\$ -	No Change
	Document with Two Titles 8 1/2 x 14	\$19.00	\$19.00	0%		\$ -	No Change
	Each additional page	\$6.00	\$6.00	0%		\$ -	No Change
	Document with No Preliminary Change of Ownership Form	\$20.00	\$20.00	0%		\$ -	No Change
	Release Special District Lien	\$9.00	\$9.00	0%		\$ -	No Change
	Notice of Debtor	\$3.50	\$3.50	0%		\$ -	No Change
	UCC Uniform Commercial Code 1-2 pg	\$11.00	\$11.00	0%		\$ -	No Change
	UCC Uniform Commercial Code Over 2 pg	\$21.00	\$21.00	0%		\$ -	No Change
	Mining Claims						
	After 10+ names/Name Change	\$1.00	\$1.00	0%		\$ -	No Change
	Maps- Recording first page	\$8.00	\$8.00	0%		\$ -	No Change
	Each additional page	\$3.00	\$3.00	0%		\$ -	No Change
	Map copies- first page	\$4.00	\$4.00	0%		\$ -	No Change
	Each additional copy	\$2.00	\$2.00	0%		\$ -	No Change
	Certification of a document	\$1.75	\$1.75	0%		\$ -	No Change
	Clerk-Recorder Research Hourly Rate	\$56.00	\$56.00	0%		\$ -	No Change
	Meeting Services Hourly Rate	\$68.00	\$68.00	0%		\$ -	No Change
	Agenda Subscription Board of Supervisors	\$20.00	\$20.00	0%		\$ -	No Change
	Filing Fee - Assessment Appeal	\$26.75	\$26.75	0%		\$ -	No Change
	Scanned doc on CD (per image)	\$0.09	\$0.09	0%	26048	\$ -	Actual Cost Copier Pool
	CD with Case	\$0.90	\$0.90	new	59	\$ -	Actual Cost
	Elections - Mailing Labels	\$0.05	\$0.05	0%		\$ -	No Change
	COMMUNITY DEVELOPMENT						
	Code Compliance - Hourly Rate	\$99.00	\$92.00	-7%	0	\$ -	Actual Cost By Time Study
	COUNTY COUNSEL						
	Hourly Rate	\$110.00	\$120.00	9%	110	\$ 1,100	No Change

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
DEVELOPMENT FEES (COMMUNITY DEVELOPMENT, PUBLIC WORKS, ENVIRONMENTAL HEALTH)							
	Development Application Submittal Review	\$495.00	\$495.00	0%	20	\$ -	Actual Cost Five Hours By Time Study
	Hourly Rate for Any Development Activity	\$99.00	\$99.00	0%	150	\$ -	Actual Cost By Time Study
EMERGENCY MEDICAL SERVICES							
	<i>Basic Life Support</i>						
	Limited Treatment and Transport	\$795.00	\$795.00	0%		\$ -	Cost Based on Total Operating Costs
	Extensive Treatment and Transport	\$1,122.00	\$1,122.00	0%		\$ -	Cost Based on Total Operating Costs
	<i>Advanced Life Support</i>						
	Limited Treatment and Transport	\$1,360.00	\$1,360.00	0%		\$ -	Cost Based on Total Operating Costs
	Extensive Treatment and Transport	\$1,508.00	\$1,508.00	0%		\$ -	Cost Based on Total Operating Costs
	Mileage	33.00/mile	33.00/mile	10%			Cost Based on Total Operating Costs
	Hourly Stand-By Rate	\$239.00	\$239.00	0%		\$ -	Cost Based on Total Operating Costs
	Exclusive Availability Stand- By	\$1912 + \$239.00/hr over 8 hrs	\$1912 + \$239.00/hr over 8 hrs	9%			Cost Based on Total Operating Costs
	Advanced Life Support treatment, no transport		\$ 340.00	New	5	\$ 1,700	Cost Based on Total Operating Costs
FINANCE							
	Auditor - auditing/accounting hourly rate	\$60.00	\$60.00	0%		\$ -	No Change
	Agency access to tax system	\$980.00/year	\$980.00/year	0%		\$ -	No Change
	Manually place assessment on tax roll	\$1.00	\$1.00	0%		\$ -	No Change
	Parcel correction on tax roll	\$7.00	\$7.00	0%		\$ -	No Change
	Redemption fees secured abstract	\$15.00	\$15.00	0%		\$ -	No Change
	Mobile home tax clearance/conditional	\$25.00	\$25.00	0%		\$ -	No Change
	Estimated tax research & certification	\$25.00	\$25.00	0%		\$ -	No Change
	Returned items	\$25.00	\$25.00	0%		\$ -	No Change
	Prepare delinquent tax records-2nd installment delinquent	\$10.00	\$10.00	0%		\$ -	No Change
	Installment plan for delinquent taxes Unsecured / IP & Secured / IF	\$50.00	\$50.00	0%		\$ -	No Change
	Sale of secured property	\$150.00 plus expenses	\$150.00 plus expenses	0%		\$ -	No Change
	Notice of Tax Sale	\$90.00	\$90.00	new	3	\$ -	SB 948 Actual cost by time study \$92.30
	Personal contact prior to tax sale	\$150.00	\$150.00	0%	1	\$ -	SB 948 Actual cost by time study \$370.81
	Payment correction per year	\$50.00	\$50.00	0%		\$ -	No Change

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	Research payment status	\$1.00 ea (five or more)	\$1.00 ea (five or more)	0%		\$	No Change
	Notice of Intent to File Lien	\$10.00	\$10.00	0%		\$ -	No Change
	File Lien	\$9.00	\$9.00	0%		\$ -	No Change
	Release of Lien	\$10.00	\$10.00	0%		\$ -	No Change
	Research fee - collections - hourly rate	\$26.00	\$26.00	0%		\$ -	No Change
	<i>Business Licenses</i>						
	Initial Fee	\$96.00	\$96.00	0%		\$ -	No Change
	Renewal - Timely	\$21.00	\$21.00	0%		\$ -	No Change
	Late Renewal - August 4th until August 31st	\$35.00	\$35.00	0%		\$ -	No Change
	<u>INFORMATION TECHNOLOGY</u>						
	Request for Data - hourly rate	\$48.00	\$72.00	50%	40	\$ 960	Actual cost by time study \$72.05
	<u>PROBATION</u>						
	Adult Cost of Probation	\$20.00	\$50.00	150%	0	\$ -	No Change
	Report - Adult Felony	\$400.00	\$400.00	0%	0	\$ -	No Change
	Report - Adult Misdemeanor	\$400.00	\$400.00	0%	0	\$ -	No Change
	Report - Step-Parent Adoption	\$200.00	\$200.00	0%	0	\$ -	No Change
	Dismissal (Penal Code 1202.4)	\$50.00	\$50.00	0%	0	\$ -	No Change
	Juvenile Hall Reimbursement By Parent	\$15.00	\$15.00	0%	0	\$ -	No change
	Juvenile Cost of Probation	\$0.00	\$30/mo	New	12	\$ 360	WIC 903.2 et seq
	Supervision & Reports	\$0.00	\$20/mo or \$240/yr	New	0		PC 1000
	Processing Fee for Interstate Transfer	\$0.00	\$75.00	New	20	\$ 1,500	PC 1203.9 & PC 1203.9(h)
	Electronic Monitoring - Set up	\$0.00	\$50.00	New	15	\$ 750	
	Blue Cell	\$0.00	\$4.35/day	New	0	\$ -	PC 1210.15
	Blue Land Based	\$0.00	\$3.50/day	New	0	\$ -	PC 1210.15
	Blue Tag	\$0.00	\$7.00/day	New	20	\$ 1,680	PC 1210.15
	SCRAM	\$0.00	\$9.75/day	New	10	\$ 1,170	PC 1210.15

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
PUBLIC HEALTH							
	Organized Camp/Resort	\$486.00	\$486.00	new	10	\$ -	Cost based on time study
FOOD FACILITIES							
<i>Restaurants (Annual)</i>							
	0-10 seats	\$162.00	\$162.00	0%	21	\$ -	Cost based on time study
	0-10 seats seasonal	\$81.00	\$81.00	0%	2	\$ -	Cost based on time study
	11-60 seats	\$324.00	\$324.00	0%	46	\$ -	Cost based on time study
	11-60 seats seasonal	\$162.00	\$162.00	0%	15	\$ -	Cost based on time study
	61-100 seats	\$486.00	\$486.00	0%	23	\$ -	Cost based on time study
	61-100 seats seasonal	\$243.00	\$243.00	0%	2	\$ -	Cost based on time study
	100+ seats	\$648.00	\$648.00	0%	22	\$ -	Cost based on time study
	100+ seats seasonal	\$324.00	\$324.00	0%	3	\$ -	Cost based on time study
	Bar/Tasting Room	\$162.00	\$162.00	0%	2	\$ -	Cost based on time study
	Satellite Distribution	\$162.00	\$162.00	0%	3	\$ -	Cost based on time study
	School Cafeteria (per school)	\$162.00	\$162.00	0%	9	\$ -	Cost based on time study
<i>Retail Markets (Annual)</i>							
	10-50 sq ft	\$81.00	\$81.00	0%	2	\$ -	Cost based on time study
	10-50 sq ft-seasonal	\$81.00	\$81.00	0%	9	\$ -	Cost based on time study
	51-1999 sq ft	\$243.00	\$243.00	0%	29	\$ -	Cost based on time study
	51-1999 sq feet-seasonal	\$121.50	\$122.00	0%	9	\$ 5	Cost based on time study
	2000-5999 sq ft	\$324.00	\$324.00	0%	5	\$ -	Cost based on time study
	2000-5999 sq ft-seasonal	\$202.50	\$203.00	0%	1	\$ 1	Cost based on time study
	6000+ sq ft	\$405.00	\$405.00	0%	1	\$ -	Cost based on time study
	6000+ sq ft seasonal	\$243.00	\$243.00	0%	1	\$ -	Cost based on time study
	Additional food prep unit within market	\$81.00	\$81.00	0%	7	\$ -	Cost based on time study
<i>Misc Food (Annual)</i>							
	Bed and Breakfast	\$243.00	\$243.00	0%	7	\$ -	Cost based on time study
	Farm stay	\$243.00	\$243.00	0%	0	\$ -	Cost based on time study
	Caterer	\$162.00	\$162.00	0%	4	\$ -	Cost based on time study
	Produce Stand	\$162.00	\$162.00	0%	0	\$ -	Cost based on time study
	Farmers Market/Cert Farmers Mkt	\$324.00	\$324.00	0%	0	\$ -	Cost based on time study

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	<i>Bakery/Food Processing Plant (Annual)</i>						
	0-1999 sq ft	\$243.00	\$243.00	0%	2	\$ -	Cost based on time study
	2000+ sq ft	\$324.00	\$324.00	0%	1	\$ -	Cost based on time study
	<i>Temporary Food Facilities</i>						
	Community Event Organizer application received at least 14 days prior to event	\$81.00	\$81.00	0%	5	\$ -	Cost based on time study
	Community Event Organizer application received 8 to 13 days prior to event	\$101.25	\$101.00	0%	5	\$ (1)	Cost based on time study
	Community Event Organizer application received 2 to 7 days prior to event	\$121.50	\$122.00	0%	5	\$ 3	Cost based on time study
	1-4 day temp food application received at least 14 days prior to event	\$81.00	\$81.00	0%	22	\$ -	Cost based on time study
	1-4 day temp food application received 8 to 13 days prior to event	\$101.25	\$101.00	0%	6	\$ (2)	Cost based on time study
	1-4 day temp food application received 2 to 7 days prior to event	\$121.50	\$122.00	0%	5	\$ 3	Cost based on time study
	5-7 days temp food application received at least 14 days prior to event	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	5-7 days temp food application received 8 to 13 days prior to event	\$101.25	\$101.00	0%	0	\$ -	Cost based on time study
	5-7 days temp food application received 2 to 7 days prior to event	\$121.50	\$122.00	0%	0	\$ -	Cost based on time study
	8-25 days temp food application received at least 14 days prior to event	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	8-25 days temp food application received 8 to 13 days prior to event	\$101.25	\$101.00	0%	0	\$ -	Cost based on time study
	8-25 days temp food application received 2 to 7 days prior to event	\$121.50	\$122.00	0%	0	\$ -	Cost based on time study
	Annual temp food	\$324.00	\$324.00	0%	0	\$ -	Cost based on time study
	<i>Commissary (Annual)</i>						
	With food preparation	\$405.00	\$405.00	0%	1	\$ -	Cost based on time study
	without food preparations	\$324.00	\$324.00	0%	1	\$ -	Cost based on time study
	<i>Vehicles (Annual)</i>						
	Mobile Food Prep Unit - Full Service	\$162.00	\$162.00	0%	2	\$ -	Cost based on time study
	Mobile Food Prep Unit - Full Service - Seasonal	\$81.00	\$81.00	0%	2	\$ -	Cost based on time study
	Mobile Food Prep Unit - Limited or No Food Prep	\$162.00	\$162.00	0%	2	\$ -	Cost based on time study

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	Mobile Food Prep Unit - Limited or No Food Prep - Seasonal	\$81.00	\$81.00	0%	3	\$ -	Cost based on time study
	<i>Food Plan Check Fees</i>						
	Category A	\$486.00	\$486.00	0%	3	\$ -	Cost based on time study
	Bed and breakfast						
	Bakery/Food Processing < 500 sq ft						
	Restaurant <1500 sq ft						
	Retail Market w/ out food prep <2000 sq ft						
	Retail Market w/ food prep <1500 sq ft						
	Category B	\$648.00	\$648.00	0%	\$3.00	\$ -	Cost based on time study
	Bakery/Food Processing > 500 sq ft						
	Restaurant >1500 sq ft						
	Retail Market w/ out food prep >2000 sq ft						
	Retail Market w/ food prep >1500 sq ft						
	Food Facility minor remodel	\$162.00	\$162.00	0%	5	\$ -	Cost based on time study
	Food Facility major remodel	\$324.00	\$324.00	0%	3	\$ -	Cost based on time study
	Add hourly rate for resubmittal, or when plan checking or construction inspections are required	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	SOLID WASTE						
	Landfill -Annual	\$1,944.00	\$1,944.00	0%	4	\$ -	Cost based on time study
	Transfer Station -Annual (monthly inspections)	\$1,458.00	\$1,458.00	0%	0	\$ -	Cost based on time study
	Transfer Station -Annual (Quarterly inspections)	\$486.00	\$486.00	0%	7	\$ -	Cost based on time study
	Closed Site Inspection	\$972.00	\$972.00	new	3	\$ -	Cost based on time study
	Collection Vehicles	\$121.50	\$122.00	0%	11	\$ 6	Cost based on time study
	Permit Review (5 years)	\$1,296.00	\$1,296.00	0%	0	\$ -	Cost based on time study
	Permit Revision	\$1,296.00	\$1,296.00	0%	0	\$ -	Cost based on time study
	Closure/Post-closure review	\$567.00	\$567.00	0%	0	\$ -	Cost based on time study
	TATTOO/BODY PIERCING						
	Practitioner registration (one-time)	\$40.50	\$41.00	1%	1	\$ 1	Cost based on time study
	Facility Inspection (annual)	\$162.00	\$162.00	0%	1	\$ -	Cost based on time study

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	CUPA FEES						
	<i>CUPA-New Facility</i>						
	Plan Check	\$405.00	\$405.00	0%	0	\$ -	Cost based on time study
	Construction	\$405.00	\$405.00	0%	0	\$ -	Cost based on time study
	-plus hourly rate after 5 hours	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	<i>CUPA-remodel (modification)</i>						
	Minor upgrade/repair	\$162.00	\$162.00	0%	2	\$ -	Cost based on time study
	Plan Check	\$243.00	\$243.00	0%	0	\$ -	Cost based on time study
	Construction	\$243.00	\$243.00	0%	0	\$ -	Cost based on time study
	-plus hourly rate after 3 hours	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	<i>CUPA Facilities</i>						
	<i>Business Plans (annual)</i>						
	Small - 55 to 5,000 gallons	\$81.00	\$81.00	0%	73	\$ -	Cost based on time study
	Medium - 5,001 to 25,000 gallons	\$243.00	\$243.00	0%	38	\$ -	Cost based on time study
	Large - Over 25,000 gallons	\$324.00	\$324.00	0%	19	\$ -	Cost based on time study
	Small - 500 to 5,000 lbs.	\$81.00	\$81.00	0%	10	\$ -	Cost based on time study
	Medium - 5,001 to 25,000 lbs.	\$243.00	\$243.00	0%	2	\$ -	Cost based on time study
	Large - Over 25,000 lbs.	\$324.00	\$324.00	0%	1	\$ -	Cost based on time study
	Small - 200 to 2,000 cubic feet	\$81.00	\$81.00	0%	21	\$ -	Cost based on time study
	Medium -2,001 to 20,000 cubic feet	\$243.00	\$243.00	0%	12	\$ -	Cost based on time study
	Large -Over 20,000 cubic feet	\$324.00	\$324.00	0%	3	\$ -	Cost based on time study
	Facility with RMPP or CALARP	\$648.00	\$648.00	0%	3	\$ -	Cost based on time study
	Aboveground Tank 1,320 to 10,000 gallons	\$81.00	\$81.00	0%	35	\$ -	Cost based on time study
	Aboveground Tank over 10,000 gallons	\$324.00	\$324.00	0%	12	\$ -	Cost based on time study
	Tiered Permitting	\$405.00	\$405.00	0%	0	\$ -	Cost based on time study
	<i>Waste Generators (Annual)</i>						
	Small - less than 100kg or 30 gals/mo	\$121.50	\$122.00	0%	38	\$ 19	Cost based on time study
	Med - 100 - 1000kg or 30gals - 300gals/mo	\$243.00	\$243.00	0%	10	\$ -	Cost based on time study
	Large - over 1000kg or 300gals/mo	\$364.50	\$365.00	0%	4	\$ 2	Cost based on time study

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	<i>Underground Tanks</i>						
	Annual Operating Permit	\$486.00	\$486.00	0%	21	\$ -	Cost based on time study
	Tank Removal	\$405.00	\$405.00	0%	0	\$ -	Cost based on time study
	Agricultural Operations-hourly rate	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	<i>HazMat Response</i>						
	During business hours-hourly	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	During non-business hours-hourly	\$121.50	\$122.00	0%	0	\$ -	Cost based on time study
	RECREATIONAL HEALTH						
	<i>Pools/Spas (Annual)</i>						
	Public Pools	\$283.50	\$284.00	0%	66	\$ 33	Cost based on time study
	Public Spas	\$243.00	\$243.00	0%	46	\$ -	Cost based on time study
	Wading Pool	\$243.00	\$243.00	0%	1	\$ -	Cost based on time study
	Special Use Pool	\$243.00	\$243.00	0%	1	\$ -	Cost based on time study
	Additional pool at same facility	\$202.50	\$203.00	0%	4	\$ 2	Cost based on time study
	Additional spa at same facility	\$202.50	\$203.00	0%	115	\$ 58	Cost based on time study
	<i>Plan Check Fees - New Construction</i>						
	Pool	\$567.00	\$567.00	0%	2	\$ -	Cost based on time study
	Spa	\$486.00	\$486.00	0%	2	\$ -	Cost based on time study
	<i>Plan Check Fees - Remodel</i>						
	Pool/spa minor remodel	\$162.00	\$162.00	0%	0	\$ -	Cost based on time study
	Pool/spa major remodel	\$324.00	\$324.00	0%	0	\$ -	Cost based on time study
	Add hourly rate for resubmittal, or when plan checking or construction inspections are required	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	WELL PERMITS						
	Water well construction	\$648.00	\$648.00	0%	15	\$ -	Cost based on time study
	Water well destruction - stand alone	\$162.00	\$162.00	0%	2	\$ -	Cost based on time study
	Water well destruction at same time as new well	\$81.00	\$81.00	0%	3	\$ -	Cost based on time study
	Monitoring well construction - 1st well	\$162.00	\$162.00	0%	4	\$ -	Cost based on time study
	Monitoring well construction addl same loc/time	\$40.50	\$41.00	1%	15	\$ 8	Cost based on time study
	Monitoring well destruction - 1st well	\$81.00	\$81.00	0%	2	\$ -	Cost based on time study
	Monitoring well destruction addl same loc/time	\$40.50	\$41.00	1%	12	\$ 6	Cost based on time study
	Well repair	\$162.00	\$162.00	0%	0	\$ -	Cost based on time study

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	Boring probe survey or heat exchange well	\$324.00	\$324.00	0%	4	\$ -	Cost based on time study
	Well Construction begun or completed w/out a permit	permit fee + 50%					No change
	Permit Extension-one year (one time only)	\$40.50	\$41.00	1%	0	\$ -	Cost based on time study
	SMALL PUBLIC WATER SYSTEMS						
	<i>Operating Permits (annual)</i>						
	transient, non-community system	\$486.00	\$486.00	0%	62	\$ -	Cost based on time study
	non-transient, non-community system	\$486.00	\$486.00	0%	2	\$ -	Cost based on time study
	CURFFL Water system	\$81.00	\$81.00	0%	5	\$ -	Cost based on time study
	State Small water system 5-14 conn.	\$162.00	\$162.00	0%	0	\$ -	Cost based on time study
	Community water system 15-24 conn.	\$324.00	\$324.00	0%	1	\$ -	Cost based on time study
	Community water system 25-99 conn.	\$567.00	\$567.00	0%	8	\$ -	Cost based on time study
	Community water system 100-199 conn.	\$729.00	\$729.00	0%	0	\$ -	Cost based on time study
	Nitrate Testing	\$35.25	\$35.00	-1%	94	\$ (24)	Cost based on time study
	<i>One Time Charges</i>						
	Public water system installation permit application	\$729.00	\$729.00	0%	0	\$ -	Cost based on time study
	change of ownership	\$243.00	\$243.00	0%	1	\$ -	Cost based on time study
	permit amendment	\$243.00	\$243.00	0%	1	\$ -	Cost based on time study
	Water Carrier (Domestic)	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	SEWAGE DISPOSAL PERMITS						
	New System - gray water/reclaimed wastewater	\$405.00	\$405.00	0%	5	\$ -	Cost based on time study
	New SepticSystem	\$567.00	\$567.00	0%	15	\$ -	Cost based on time study
	Major Repair (drain field and tank)	\$567.00	\$567.00	0%	1	\$ -	Cost based on time study
	Minor Repair (drain field or tank)	\$283.50	\$284.00	0%	8	\$ 4	Cost based on time study
	Engineered Individual System	\$729.00	\$729.00	0%	5	\$ -	Cost based on time study
	Alternative System	\$1,296.00	\$1,296.00	0%	5	\$ -	Cost based on time study
	Commercial System (with WDR)	\$1,215.00	\$1,215.00	0%	1	\$ -	Cost based on time study
	System destruction	\$81.00	\$81.00	0%	2	\$ -	Cost based on time study
	Annual sewage system monitoring fee (where applicable)	\$81.00	\$81.00	0%	0	\$ -	Cost based on time study
	Septic system begun or completed w/out permit	permit fee + 50%	permit fee + 50%				No change
	Permit Extension-one year (one time extension)	\$40.50	\$41.00	1%	2	\$ 1	Cost based on time study

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
	Septic Tank & Chemical Toilet Cleaning Services	\$121.50	\$122.00	0%	15	\$ 8	Cost based on time study
	MORTGAGE CERTIFICATIONS						
	Individual Well Certification	\$162.00	\$162.00	0%	1	\$ -	Cost based on time study
	Individual Septic System Certification	\$162.00	\$162.00	0%	1	\$ -	Cost based on time study
	Well and Septic System Certification same site	\$243.00	\$243.00	0%	1	\$ -	Cost based on time study
	PENALTIES						
	penalty, assessed monthly, if past due	10%	10%				No change
	2nd and subsequent reinspections hrly rate	\$81.00	\$81.00	0%		\$ -	Cost based on time study
	PUBLIC HEALTH NURSING FEES						
	<i>Travel/Adult Immunizations</i>						
	Consultation per 1/2 hour	\$62.00	\$45.00	-27%	30	\$ (510)	Cost based on time study
	Immunizations-cost of vaccine plus admin fee	\$10.00	\$10.00	0%		\$ -	No change
	Medical Marijuana Application	\$225.00	\$225.00	0%	10	\$ -	Cost based on time study
	PUBLIC WORKS						
	Record of Survey	\$132.00/hour minimum 1 hour	\$132.00/hour minimum 1 hour		12		Cost based on time study \$1,088
	Grading Permit	\$132.00/hour billed minimum of inspection every three months in addition to inspections during actual grading	\$132.00/hour billed minimum of inspection every three months in addition to inspections during actual grading	0%		\$ -	Converted to hourly rate to be equitable
	Encroachment Permit	\$132.00/hour capped at 4 hours per residential unit	\$132.00/hour capped at 4 hours per residential unit	0%		\$ -	Converted to hourly rate to be equitable
	Road Vacation	\$618.00	\$618.00	0%	0	\$ -	Cost based on time study
	Floodplain Elevation Certificate	\$436.00	\$436.00	0%	0	\$ -	Cost based on time study
	Waste Hauler Permit	\$29.00	\$29.00	0%	0	\$ -	Cost based on time study
	Solid Waste Fee Appeal	\$407.00	\$407.00	0%	0	\$ -	Cost based on time study
	Solid Waste Invoicing Fee	\$1.00	\$1.00	0%	1200	\$ -	Cost based on time study \$1.60

MASTER FEE SUMMARY

Dept	Name of Fee	Current Fee	Proposed Fee	Percentage Change	Number of Individual Services Per Year	Estimated Annual Fiscal Impact of Change	Comment
SHERIFF							
	SHERIFF						
	<i>Initial CCW</i>						
	90-Day Employment	\$98.00	\$98.00	0%		\$ -	No change
	1-2 Year Resident	\$110.00	\$110.00	0%		\$ -	No change
	3 Year Judicial	\$132.00	\$132.00	0%		\$ -	No change
	4 Year Reserve/Peace Officer	\$144.00	\$144.00	0%		\$ -	No change
	<i>Renewal CCW</i>						
	90-Day Employment	\$35.00	\$35.00	0%		\$ -	No change
	1-2 Year Resident	\$62.00	\$62.00	0%		\$ -	No change
	3 Year Judicial	\$89.00	\$89.00	0%		\$ -	No change
	4 Year Reserve/Peace Officer	\$96.00	\$96.00	0%		\$ -	No change
	<i>Civil</i>						
	Civil Fees Charged As Set By California Code					\$ -	
	<i>Explosive permits</i>						
	Under 100 Lbs.	\$5.00	\$5.00	0%		\$ -	No change
	100 Lbs. or more	\$10.00	\$10.00	0%		\$ -	No change
	JAIL						
	Inmate Medical/Dental Request	\$3.00	\$3.00	0%		\$ -	No change
	<i>Livescan</i>						
	Non-Criminal	\$32.00 + Federal Fee Which Varies Based On Reason for Scan	\$32.00 + Federal Fee Which Varies Based On Reason for Scan				No change
	Peace Officer Appointment	\$46.00 + Federal Fee Which Varies Based On Reason for Scan	\$46.00 + Federal Fee Which Varies Based On Reason for Scan				No change
	Public Safety Officer	\$32.00 + Federal Fee Which Varies Based On Reason for Scan	\$32.00 + Federal Fee Which Varies Based On Reason for Scan				No change
					TOTAL	\$ 8,117	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman
SUBJECT	Fiscal Year 2013-14 Recommended Budget		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Resolution #R13- _____, a resolution of the Mono County Board of Supervisors adopting the recommended budget for Fiscal Year 2013-2014.

RECOMMENDED ACTION:

1) Adopt proposed resolution. Provide any desired direction to staff. 2) Consider approving the purchase of CARB-compliant equipment during the preliminary budget period.

FISCAL IMPACT:

\$53,617,322 or \$53,929,171 if vehicles are approved.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Recommended Budget Staff Report](#)
- [Recommended Budget Resolutin](#)

History

Time	Who	Approval
6/12/2013 4:29 PM	County Administrative Office	
6/12/2013 4:29 PM	County Counsel	Yes
6/12/2013 3:06 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: June 18, 2013
To: Honorable Board of Supervisors
From: Leslie Chapman, Director of Finance
Subject: Requested (Temporary) Budget for Fiscal Year 2013-2014

Recommended Action:

1. Adopt Resolution Establishing the Requested Budget as the temporary operating budget for Fiscal Year 2013-2014 at \$53,617,322.
2. Consider approving a fixed asset purchase by the Road Department for carb-compliant replacement vehicles in the amount of \$311,849 increasing total appropriations to \$53,929,171.

Fiscal Impact:

\$53,617,322 or \$53,929,171 if vehicles are approved.

Discussion:

Government Code 29000 et seq. is known as the County Budget Act and describes the procedures and timelines required for development and adoption of the County's annual budget. Section 29064(a) states that "On or before June 30 of each year the board, by formal action, shall approve the recommended budget, including the revisions it deems necessary for the purpose of having authority to spend until the budget is adopted." Mono County has historically adopted a temporary budget based on the prior year's budget, excluding fixed assets and operating transfers. While tradition remains the same, the terminology has changed. What used to be known as the Temporary budget is now the Recommended Budget.

Adoption of this budget will provide sufficient spending authority to continue County operations until the final budget is adopted in September.

Additionally, Public Works staff is asking your Board to consider adding equipment purchases of \$311,849 to the requested appropriations. The following narrative was provided by Public Works staff:

After several discussions regarding how Mono County will achieve compliance with CARB regulations for the heavy equipment fleet, on May 21, 2013, the Board of Supervisors directed staff to bring back a request to allocate \$245,349 from the General

Fund contingency to begin the replacement process. This figure represents the net cost to purchase the approved equipment, less the sale revenue for the equipment being retired. The purchase cost for the approved equipment is \$311,849, which will be included in the preliminary budget for 2013/14 presented to the Board for approval on June 21, 2013. This represents three different purchase orders, with payments being made between now and November 15th, based on order times. The estimated revenue of \$66,500 that will be received once the new equipment is put in service and the old equipment is removed from service will not be realized until sometime after November 2013. Therefore, staff requests the budget allocation of \$311,849 in the preliminary 2013/14 budget and will include revenue of \$66,500 in the 2013/14 revenue budget to offset this allocation. Public Works staff is coordinating with the Finance Director to ensure that all budgets and transactions are done appropriately.

This equipment purchase is being presented as an extraordinary item since fixed assets are normally not included in the temporary budget. As such, the Finance Director is recommending that your Board postpone this item until adoption of the Final Budget.

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ATTEST:
LYNDA ROBERTS
CLERK OF THE BOARD

APPROVED AS TO FORM

MARSHALL RUDOLPH
COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Mary Booher, Jennifer Halferty
SUBJECT	Home Investment Partnerships Program (HOME) Grant Resolution		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnership Program; and if selected, the execution of a Standard Agreement, any amendments thereto, and any of the related documents necessary to participate in the HOME Investment Partnership Program.

RECOMMENDED ACTION:

Adopt proposed resolution #R13-_____, authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnership Program; and if selected, the execution of a Standard Agreement, any amendments thereto, and any of the related documents necessary to participate in the HOME Investment Partnership Program. Provide any desired direction to staff.

FISCAL IMPACT:

If funded, this grant will be administered by Mammoth Lakes Housing, who will retain the administrative funds.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5583 / mbooher@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[HOME Grant Staff Report](#)

[HOME Grant Resolution](#)

History

Time	Who	Approval
6/11/2013 4:51 PM	County Administrative Office	Yes
6/11/2013 11:06 AM	County Counsel	Yes
6/5/2013 3:29 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760- 924-1800 phone, 924-1801 fax
monocounty.ca.gov

PO Box 8
Bridgeport, CA 93517
760- 932-5420 phone, 932-5431 fax

June 18, 2013

TO: Mono County Board of Supervisors

FROM: Mary Booher, Administrative Services Manager

SUBJECT: **Adoption of a Resolution approving a grant application to HOME Investment Partnership Program**

Recommended Action:

The Board of Supervisors consider and potentially adopt Resolution 13- authorizing an application for funding and the execution of a grant agreement and any amendments thereto from the Home Investment Partnerships Program (HOME) for FY 2013/14.

BACKGROUND:

The California Department of Housing and Community Development (HCD) is responsible for administering the Home Investment Partnership Program (HOME), with funding from the U.S. Department of Housing and Urban Development (HUD). Mono County (The County) is eligible to apply for these funds from HCD to support housing programs for traditionally defined low and very low-income households. HOME funds are available under the 2013 Notice of Funding Availability (NOFA).

2013 Median Family Income for Mono County

<i>Table 1. Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$43,900	\$50,150	\$56,400	\$62,650	\$67,700	\$72,700	\$77,700	\$82,700

Source: Mono County Homebuyer Guidelines

Table 1, above, displays the maximum, gross annual income households in unincorporated Mono County can earn in order to qualify for the HOME program.

Upon Board of Supervisors' approval, MLH staff will submit an application to HOME for up to \$700,000 in funding to support The County's First-Time Homebuyer Assistance Program. All funds will go towards funding the First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation.

ANALYSIS/DISCUSSION:

Mammoth Lakes Housing, Inc. (MLH) is seeking Supervisors’ approval to submit a HOME Grant Application, on behalf of Mono County, in an amount not to exceed \$700,000. This funding is designated for first-time homebuyer program.

The Mono County Housing Element, adopted in August 2009, identifies one of the County’s housing goals to seek out “...creative, economical and sustainable ways to house low- and moderate-income groups” (Page 148). Further delineated in the County’s Housing Element, “The Mono County Housing Authority ...shall participate in and coordinate housing programs designed to ease the burden of housing costs for residents, including seniors and disabled” (Program 6, page 150).

The first-time homebuyer program has been available in Mono County since 2006. Since that time, First-Time Homebuyer Program funds have assisted 9 households with \$1,435,167 invested. HOME program funds have furthered the community’s goal of creating affordable housing for low income households.

If the HOME Grant is awarded, MLH will utilize these funds for down payment assistance as silent second mortgages for low-income households in unincorporated Mono County. The funds will be used as gap financing with traditional bank loans obtained individually by the homebuyers, thereby leveraging public funds with private dollars. The County will receive notification of the grant award by January 2014.

OPTIONS ANALYSIS

Option 1: Adopt the resolution approving the HOME Grant Application to HCD for funds from the HOME First-Time Homebuyer Programs including Homebuyer Acquisition and Homebuyer Acquisition with Rehabilitation Program. Choice of this option allows for the opportunity to receive State funds for the assistance of first-time homebuyers in Mono County. It should be noted that the HOME Program funds are very competitive and jurisdictions with higher populations of low-income households will likely receive priority.

Option 2: Take no action. Should the Supervisors choose this option; The County will not be considered for a \$700,000 grant to support first time homebuyers in Mono County. This will severely cripple the First-Time Homebuyer Program.

VISION CONSIDERATIONS:

These grants will help first time homebuyers in Mono County acquire homes which may not otherwise be possible. The creation of “...sound and safe affordable housing for all County residents’ is an overall goal of the Mono County according to the County’s Housing Element, 2009-2014 (Page 141).

Fiscal Impact:

If funded, this grant will be administered by Mammoth Lakes Housing, who will retain the administrative funds.

If there are any questions regarding this item, please contact Mary Booher at 932-5583.

Submitted by: _____
Mary Booher, Administrative Services Manager

Date: 5/31/13

1
2 **RESOLUTION NO. R 12-_____**

3
4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO,**
5 **STATE OF CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO**
6 **THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY**
7 **DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP**
8 **PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT,**
9 **ANY AMENDMENTS THERETO, AND ANY OF THE RELATED DOCUMENTS**
10 **NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP**
11 **PROGRAM.**

12 **WHEREAS:** The California Department of Housing and Community Development (the
13 "Department") is authorized to allocate HOME Investment Partnership Program ("HOME")
14 funds made available from the U.S. Department of Housing and Urban Development ("HUD").
15 HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez
16 National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title
17 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of
18 Regulations commencing with section 8200.

19 **WHEREAS:** On May 1, 2013 the Department issued a 2013 Notice of Funding Availability
20 announcing the availability of funds under the HOME program (the "NOFA").

21
22 **WHEREAS:** In response to the 2013 NOFA, The county of Mono a political subdivision of the
23 State of California (the "Applicant"), wishes to apply to the Department for, and receive an
24 allocation of, HOME funds.

25 **IT IS NOW THEREFORE RESOLVED THAT:**

- 26
27 1. In response to the 2013 NOFA, the Applicant shall submit an application to the
28 Department to participate in the HOME program and for an allocation of funds not to

1 exceed Seven Hundred Thousand Dollars (\$700,000) for the following activities and/or
2 programs to be located in the jurisdictional boundaries of the County of Mono:

3 First-Time Homebuyer Programs including Homebuyer Acquisition and
4 Homebuyer Acquisition with Rehabilitation.

- 5
- 6 2. If the application for funding is approved, then the Applicant hereby agrees to use the
7 HOME funds for eligible activities in the manner presented in its application as approved
8 by the Department in accordance with the statutes and regulations cited above. The
9 Applicant may also execute a standard agreement, any amendments thereto, and any
10 and all other documents or instruments necessary or required by the Department or
11 HUD for participation in the HOME program (collectively, the required documents).
- 12 3. The applicant authorizes the County Administrative Officer or his/her designee(s) to
13 execute, in the name of the applicant, the required documents.
- 14

15 **APPROVED AND ADOPTED** this 18th day of June, 2013, by the following vote of the
16 Board of Supervisors, County of Mono:

17 **AYES** :

18 **NOES** :

19 **ABSENT** :

20 **ABSTAIN** :

21 _____
22 **BYNG HUNT, CHAIR**
23 **BOARD OF SUPERVISORS**
24 **COUNTY OF MONO**

25
26 **ATTEST:**

27 **APPROVED AS TO FORM:**
28

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LYNDA ROBERTS
CLERK OF THE BOARD

MARSHALL RUDOLPH
COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Economic Development
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Dan Lyster
SUBJECT	Mono County Fisheries Commission Request for Fund Transfer		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Mono County Fisheries Commission (MCFC), is requesting a transfer of unexpended funds from their budget to the Conway Ranch fund for future use in the event an agriculture well is installed at Conway Ranch.

RECOMMENDED ACTION:

Consider the request and direct staff accordingly.

FISCAL IMPACT:

No fiscal impact from a transfer of unexpended funds.

CONTACT NAME: Dan Lyster

PHONE/EMAIL: 924-1705 / dlyster@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[MCFC request](#)

History

Time

Who

Approval

6/11/2013 4:58 PM	County Administrative Office	Yes
6/11/2013 11:23 AM	County Counsel	Yes
6/10/2013 9:30 AM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1700 • (760) 924-1697 (Fax)

Dan Lyster
Director
dlyster@mono.ca.gov

Alicia Vennos
Manager
avennos@mono.ca.gov

STAFF REPORT

DATE: June 18, 2013

SUBJECT: MCFC Request for Transfer of Unexpended Funds

RECOMMENDATION : Subsequent to discussion among the Board regarding the merit of this request, direct staff accordingly.

BACKGROUND: At the June 5th meeting of the Mono County Fisheries Commission(MCFC), the commissioners voted unanimously to request the transfer of the remaining \$ 4,084.34 in the MCFC discretionary budget to the Conway Ranch Fund account for the future drilling and installation of an agriculture well on Conway Ranch to augment surface water supply during drought years.

DISCUSSION : N/A

FISCAL IMPACT : If approved, this transfer will have no fiscal impact.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Public Works - Road Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Jeff Walters and Jerry VandeBrake
SUBJECT	Environmental Protection Agency Grant Application - Vehicle Replacement		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Environmental Protection Agency (EPA) has a potential grant opportunity to partially fund replacement of Mono County's heavy equipment. The grant, if awarded, would fund up to 25% of the cost of an eligible replacement vehicle/equipment. The total cost to replace two 1999 Caterpillar loaders is approximately \$600,000.

RECOMMENDED ACTION:

Hear presentation regarding the EPA's grant. Provide any desired direction to staff.

FISCAL IMPACT:

If the EPA awards Mono County the grant approximately \$450,000 from the General Fund would be required to cover 75% of the total replacement cost.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[EPA Grant - BOS Stf Rprt 06.18.18](#)

[CARB priorities](#)

 [Heavy Equipment Replacement](#)

 [Heavy Equipment Replacement](#)

History

Time	Who	Approval
6/11/2013 4:41 PM	County Administrative Office	Yes
6/11/2013 11:03 AM	County Counsel	Yes
6/5/2013 11:21 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 18, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: EPA Grant Application – Vehicle Replacement

Recommended Action:

Hear presentation from the Mono County Department of Public Works (Public Works) regarding an Environmental Protection Agency (EPA) grant application. Provide any desired direction to staff.

Fiscal Impact:

None at this time. However, equipment replaced through the EPA grant requires a 75% county match or \$450,000 to the General Fund.

Background:

At the May 21, 2013 Board of Supervisors meeting the Board gave direction to Public Works to look into potential funding opportunities for replacing heavy equipment. The replacement of heavy equipment is due to upcoming California Air Resource Board deadlines to improve air quality.

Mono County has one 2000 Caterpillar roller and five 1999 Caterpillar loaders that qualify under the EPA grant criteria. The roller was ruled out as a potential vehicle to replace due to its good condition and minimal hours. Public Works believes applying to replace two of the five loaders would be an initial starting point.

The EPA grant information can be found at <http://epa.gov/cleandiesel/prgnational.htm>

The Grant application can be submitted electronically no later than June 25, 2013, at 4:00 p.m. EDT.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459 or jwalters@mono.ca.gov.

Respectfully submitted,

Jeff Walters
Acting Public Works Director

**Priority Based
Heavy Equipment Replacement**

Schedule/Costs

Vehicle or equipment	Engine Year	Vehicle Type	Dedicated Snow Removal?	Purchase, Replace or Retire?	Estimated Sale revenue*	Purchase Price**	2013	2014	2015	2016	2017	2018	2013 Replacement cost
#102	1990	International Water Truck	NO	Retire	\$10,000		\$10,000						
#115	1990	International Water Truck	NO	Retire	\$10,000		\$10,000						
#354	1990	CAT D-6H Dozer	NO	Retire	\$45,000		\$45,000						
4 Water Tanks - "Slip In"	No Engine	Unknown at this time	NO	Purchase		(\$100,000)	(\$100,000)						\$100,000
#118	1986	International Dump/Plow	NO	Replace	\$5,000	(\$205,624)	(\$200,624)						\$205,624
#146	1990	International Dump/Plow	NO	Replace	\$10,000	(\$211,793)		(\$201,793)					\$205,624
#147	1990	International Dump/Plow	NO	Replace	\$10,000	(\$211,793)		(\$201,793)					\$205,624
#148	1990	International Dump/Plow	NO	Replace	\$10,000	(\$211,793)		(\$201,793)					\$205,624
#149	1990	International Dump/Plow	NO	Replace	\$10,000	(\$211,793)		(\$201,793)					\$205,624
#309	1978	CAT 950 Loader	NO	Replace	\$20,000	(\$318,270)			(\$298,270)				\$300,000
#212	1984	CAT 120G Grader	NO	Replace	\$25,000	(\$344,792)			(\$319,792)				\$325,000
#213	1984	CAT 120G Grader	NO	Replace	\$25,000	(\$344,792)			(\$319,792)				\$325,000
#310	1980	CAT 950 Loader	NO	Replace	\$20,000	(\$336,000)				(\$316,000)			\$300,000
#501	1980	Case 680 Backhoe	NO	Replace	\$2,500	(\$159,325)				(\$156,825)			\$145,805
#214	1990	CAT 140 Grader	NO	Replace	\$30,000	(\$414,402)				(\$384,402)			\$379,237
#355	1990	CAT D6 H	NO	Replace	\$50,000	(\$1,028,966)					(\$978,966)		\$914,223
#353	1980	Komatsu D8-5	NO	Replace	\$40,000	(\$1,124,377)						(\$1,084,377)	\$969,898
#694	1991	Sweepster road sweeper (Tow-Behind)	NO	Retire	\$1,500		\$1,500						
#695	1991	Sweepster road sweeper (Tow-Behind)	NO	Retire	\$1,500			\$1,500					
Sweeper	No Engine	Sweeper for MT Trackless	NO	Purchase		(\$11,225)	(\$11,225)						\$11,225
Sweeper	No Engine	Sweeper for MT Trackless	NO	Purchase		(\$11,575)		(\$11,575)					\$11,225
Mower	No Engine	Boom Flail Mower for MT Trackless	NO	Purchase		(\$32,325)				(\$32,325)			\$29,575
TOTALS					\$325,500	(\$5,278,845)	(\$245,349)	(\$817,247)	(\$937,854)	(\$889,552)	(\$978,966)	(\$1,084,377)	\$4,839,308

*Based on recent auction sales

**Based on 2013 cost plus 3% inflation/year and includes tax

TOTAL

(\$4,953,345)

EXHIBIT 2

On-Road Replacement Schedule/Costs

Vehicle	Engine Year	Vehicle Type	Dedicated Snow Removal?	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2013 Replacement Cost	Price Includes
111	2009	International 6x6 Dump/Plow	No												\$389,957					\$281,713	Bed, Plow, Sander and Water tank
113	2009	International 6x6 Dump/Plow	No												\$389,957					\$281,713	Bed, Plow, Sander and Water tank
114	2009	International 6x6 Dump/Plow	No												\$389,957					\$281,713	Bed, Plow, Sander and Water tank
116	2010	International 6x6 Dump/Plow	No												\$389,957					\$281,713	Bed, Plow, Sander and Water tank
117	2010	International 6x6 Dump/Plow	No												\$389,957					\$281,713	Bed, Plow, Sander and Water tank
127	1997	International Dump/Plow	No												\$329,963					\$238,372	Bed, Plow, Sander
145	1990	International Transport Truck	No							\$193,660										\$162,188	
146	1990	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
413	1980	Idaho Norland Blower	Yes																		
112	1985	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
118	1986	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
132		SOLD																			
150		SOLD																			
108		SOLD																			
126	1982	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
147	1990	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
410	1991	Loader Mounted Klauer Blower	Yes																		
411	1991	Loader Mounted Klauer Blower	Yes																		
413	1980	Idaho Norland Blower	Yes																		
412	1980	Idaho Norland Blower	Yes																		
109		SOLD																			
124	1982	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
144	1990	International Transport Truck	No							\$193,660										\$162,188	
149	1990	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
409	1991	Loader Mounted Klauer Blower	Yes																		
119		SOLD																			
133	1997	International Transport Truck	No												\$276,109					\$199,467	
148	1990	International Dump/Plow	No							\$245,529										\$205,624	Bed, Plow and Sander
2677	1998	Chevy C-8500 Water Truck	No												\$289,965					\$209,477	
415	1983	CAT 966 D Snowblower	Yes																		
100	1990	International Lube Truck	No							\$225,845										\$189,142	
101	2000	International Service Truck	No												\$261,817					\$189,142	
102	1990	International Water Truck	No																	\$160,551	
103	2002	International Lube Truck	No												\$261,817					\$189,142	
115	1990	International Water Truck	No																	\$160,551	

Red indicates BX landfill equipment

Yellow indicates trucks not replaced if slip-in water tanks are purchased

Not CARB required until 2019, but trucks are in need of replacement now

Green indicates dedicated snow removal CARB Exempt

\$330,736

\$2,577,397

\$3,369,456

\$4,913,777

\$6,277,589



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Economic Development
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	Dan Lyster and Ethan James
SUBJECT	Economic Development Update on Grant-sourcing Research		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Dan Lyster and Ethan James to update the Board on grant-sourcing research and projects conducted by the Economic Development Intern, along with a request to temporarily extend the internship position through the interim budget period, July 1-Sept. 1, 2013, (or upon adoption of FY 2013-14 Budget). The approved amount for the internship has not been fully expended and there is sufficient appropriation in the temporary budget to cover this expenditure.

RECOMMENDED ACTION:

Board of Supervisors to consider approving the request for temporary extension of the intern position through the interim budget period, July 1-Sept. 1, 2013, (or upon adoption of FY 2013-14 Budget), to allow ongoing grant-sourcing efforts to continue. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Economic Development Grant Sourcing](#)

History

Time	Who	Approval
6/13/2013 11:52 AM	County Administrative Office	Yes
6/12/2013 4:27 PM	County Counsel	Yes
6/12/2013 2:53 PM	Finance	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1743 • (760) 924-1697 (Fax)

Dan Lyster
Director
dlyster@mono.ca.gov

Alicia Vennos
Manager
avennos@mono.ca.gov

STAFF REPORT

SUBJECT: Update on grant-sourcing research and projects conducted by the Economic Development Intern, Ethan James, along with a request to temporarily extend the Intern position through the interim budget period, July 1 - Sept. 1, 2013, (or upon adoption of FY 2013-14 county Budget).

RECOMMENDATION FOR ACTION: Request approval by the Board to temporarily extend the Economic Development Intern position through the interim budget period, July 1 – Sept. 1, 2013, (or upon the adoption of FY 2013-14 county Budget). The approved number of hours (960 per fiscal year) has not been fully expended and there is sufficient appropriation in the temporary budget to cover this expenditure.

BACKGROUND: On August 29, 2012 the Board of Supervisors approved the allocation of \$18,735 to fill a temporary, part-time position for an Intern to work on special projects to identify and pursue funding opportunities for Economic Development, as well as to assist with the tourism workload. The Mono County Economic Development Department filled this position with the hire of Ethan James on March 4, 2013. Since then, the Intern position has used just over half the allocated funding and, as work on current research and grant-sourcing projects is ongoing, the request is to temporarily extend the position through the interim budget period, as stated above.

The position filled by Ethan has resulted in the identification of a number of Economic Development and County monetary savings initiatives that can be pursued to the fiscal benefit of Mono County. Some of these projects/funding opportunities include:

1. **Diesel Emissions Reduction Compliance and Funding (DERA)** - Ethan has taken the initiative to identify the availability of possible funding opportunities to help ease the monetary burden of emissions compliance for Mono County. Consulting with Public Works staff, Ethan is working to determine the viability of grant programs; Ethan has also laid the groundwork for further information about funding avenues by contacting both Federal and State agencies which provide updates on available DERA funding. This includes registration and participation with the West Coast Collaborative, a public/private cooperative organization that provides assistance and updates on funding opportunities for diesel emissions reduction compliance projects.
2. **Recreational Trails Program (RTP)** - Ethan has developed and submitted initial proposals for funding to the California State Parks, RTP grant. The proposals could potentially assist Mono County in obtaining funding for several beneficial projects regarding both non-motorized and motorized trails, visitor information/education, trail maintenance, signage and infrastructure.

3. **Future Impact Consideration/Other opportunities** - The continued pursuit of funding opportunities will potentially benefit Mono County well into the future, and Ethan is moving forward to identify additional funding sources for an expanded range of possible Economic Development projects. Examples include researching and pursuing opportunities through Community Development Block Grants (CDBG) and Economic Development Block Grants (EDBG), implementing training programs for local business owners/stakeholders to capitalize on the benefit of high speed broadband/Digital 395, assisting in the creation of self-sustaining local communities through locally-grown produce, etc.

Financial Impact: None. Approved budget has not been fully expended and will cover Internship hours through the interim budget period.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	June 18, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Supervisor Tim Alpers
SUBJECT	Mammoth Mountain and June Mountain Ski Areas		

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter from the Board of Supervisors addressed to Mono County Congressional Delegation in Washington, DC, regarding a comprehensive package of policies and actions supporting the future success of the Mammoth Mountain and June Mountain Ski Areas, and the winter recreation corridor.

RECOMMENDED ACTION:

Review and discuss the proposed letter. Provide direction to staff as needed.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
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THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

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[MMSA/JMSA action letter](#)

History

Time	Who	Approval
6/11/2013 4:52 PM	County Administrative Office	Yes
6/11/2013 11:01 AM	County Counsel	Yes
5/28/2013 8:58 AM	Finance	Yes



Larry Johnston ~ District One Fred Stump ~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Byng Hunt ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

June 18, 2013

Senator Dianne Feinstein
331 Hart Senate Office Building
Washington, D.C. 20510

Dear Senator Feinstein:

The Mono County Board of Supervisors appreciates your continued interest and inquiries regarding the current condition and future success of Mammoth Mountain Ski Area, June Mountain Ski Area, and their respective communities. As you are aware, there has been much discussion locally and in the media regarding the reopening of June Mountain Ski Area, and upgrades to the base area of the Mammoth Mountain Ski Area. Our Board has held several public hearings to receive input and consider constituent views on these matters. It is the desire of this Board to move forward and initiate policies and actions, in conjunction with stakeholders, to develop the Mammoth-June area into an all-inclusive premier year round recreation corridor. Acknowledging the issues in this regional corridor, we wish to go forward from this point with a comprehensive package including support for the following:

1. Mammoth Mountain Ski Area's plan, including 2013 opening and infrastructure improvement projected timeline, to create a family-friendly ski resort at June Mountain which includes replacing the J-1 access chairlift, installing snowmaking, adding family amenities such as day care and animation, enhanced marketing programs, and assisting in discussions regarding responsibly adding hotel room equivalents to the community. Mono County stands ready to designate necessary staff time to assist in implementing the plan to continue operating June Mountain Ski Area in a sustainable way. Reaching the full potential of the recreation corridor depends on the success of both ski areas. Our board intends to communicate regularly with MMSA/JMSA management, staff, and the United States Forest Service to monitor progress toward our common goal. Specificity regarding June Mountain improvements, timing, and permitting will be approved by the USFS through the June Mountain Operating Plan and Master Development Plan.
2. Mammoth Mountain Ski Area's plan for a land exchange at the Mammoth Mountain Main Lodge area as a part of the year round recreation corridor vision and regional economic sustainability. Included in the exchange are sensitive private land holdings in Mono County that are better suited for resource management under the US Forest Service and are consistent with policies found in the Mono County General Plan.

3. Examine either County acquisition of the June Lake Rodeo Grounds property or identification of a willing developer to assist with a community-compatible bed-base development that will ensure the long term success and sustainability of the June Mountain Ski Area and the June Lake community.
4. Promote a working partner relationship between Mammoth/June Mountain Ski Area management and the June Lake community.
5. Continuing to build upon June Lake marketing strategies developed by the community this past year which included the creation of several new special events.
6. Building upon other community and County efforts such as:
 - a. Continue the efforts to obtain permission from the US Forest Service and private land owners to create new Nordic Ski Areas in the June Lake Loop area on both public and private lands.
 - b. Modifying the Mono County General Plan to create environmentally consistent, business friendly regulations to assist in the creation of economic activity. An example of this is the recently incorporated provision changes allowing area appropriate rental of single family homes on a transient, less than 30 days, basis.
 - c. Development of a US Forest Service/Mono County agreement for environmental studies to support continued expansion of June Lake Community Trails.
 - d. Completion of community Infrastructure Improvements including upcoming State funded June Lake Village street refurbishments which include family-friendly features for pedestrian, cycling, transit, snow removal, and drainage.
 - e. Facilitation of High Speed Internet availability through active County involvement in both the Digital 395 project and funding a County Staff position devoted to last mile provider promotion to make this service available to the public.
 - f. Continuing County support for wildland fuel reduction projects to create Fire Resistant Communities.
 - g. Continue active County support for and expansion of Public Transportation through the Mono County Local Transportation Commission with continued support of regional, rather than just County specific, projects.
 - h. Position the County to take advantage of grant funding specific to Business Development through CDBG and USDA sources.

- i. County consideration of continued support for Air Service to the Mammoth-June recreation corridor as visitation to June Lake and other County communities increases, and to improve the quality of life for residents.
- j. Perpetuate the Eastern Sierra Sport Fishing Industry by developing the County-owned Conway Ranch into a self-contained, multi-strained, trophy trout farm.
- k. County support of local leadership and participation via monthly meetings of the June Lake Citizens Advisory Committee, the June Lake Chamber of Commerce, the Mammoth Mountain/June Mountain Ski Area management staff, and the US Forest Service (when necessary) to sustain momentum of new and existing programs through Coordinated Strategic Planning.

These separate efforts, taken together, will advance our new common vision for the corridor. We hope that you and your capable staff will join the community of June Lake, Mammoth Mountain Ski area, Mono County, the US Forest Service, the June Lake Citizens Advisory Committee, the June Lake Chamber of Commerce, and all other stakeholders in closely monitoring multi-tracked, simultaneous progress to ensure continued development of a premier, all season mountain recreation and tourism region.

Sincerely,
Mono County Board of Supervisors

Byng Hunt, Chair, District 5 Supervisor

Tim Alpers, District 3 Supervisor

Larry Johnston, District 1 Supervisor

Fred Stump, District 2 Supervisor

Timothy Fesko, District 4 Supervisor

Cc: Senator Barbara Boxer
Congressman Paul Cook
Congressman Buck McKeon