



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, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

November 20, 2012

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**
10:30 a.m.

BOARD OF SUPERVISORS

- 1a) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.
- 1b) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9. Number of potential cases: one.
- 1c) **Closed Session - Potential Litigation** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9. Number of potential cases: one.
- 1d) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. 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 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**

None

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 (Jim Arkens)
RECOMMENDED ACTION: Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

10:30 a.m. **DEPARTMENT REPORTS/EMERGING ISSUES** Approximately 15 minutes (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.)

FINANCE

Additional Departments: County Counsel

- 5a) **Memorandum of Understanding among the Inland Counties Emergency Medical Agency and County of Mono and the Chalfant Fire Protection District for Emergency Medical Transport Services** - Proposed memorandum of understanding with Chalfant Fire Protection District and Inland Counties Emergency Medical Agency pertaining to Emergency Medical Transport Services.

Recommended Action: Approve County entry into proposed memorandum of understanding and authorize Chair to execute said memorandum on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Estimated \$4,000/year.

Additional Departments: County Counsel

- 5b) **Memorandum of Understanding among the Inland Counties Emergency Medical Agency and County of Mono and the White Mountain Fire Protection District for Emergency Medical Transport Services** - Proposed memorandum of understanding with White Mountain Fire Protection District and Inland Counties Emergency Medical Agency pertaining to Emergency Medical Transport Services.

Recommended Action: Approve County entry into proposed memorandum of understanding and authorize Chair to execute said memorandum on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Estimated \$4,000/year.

- 5c) **Treasury Pool Transactions** - Report of transactions in the Treasury Pool for the month of October 2012.

Recommended Action: None (informational only).

Fiscal Impact: None.

PUBLIC WORKS - SOLID WASTE DIVISION

- 6a) **Amendment to MCPE MOU relating to holiday pay for landfill employees** - Proposed amendment to MCPE MOU relating to holiday pay for landfill employees.

Recommended Action: Approve amendment as presented and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Savings of approximately \$5,000 per year.

CLERK OF THE BOARD

- 7a) **Appointment to First 5 Children and Families Commission** - Appointment of Barbara Miller to Mono County First 5 Children and Families Commission for a term of three years. This appointment is being requested by the Commission. If appointed, Ms. Miller would serve the remainder of a three year term vacated by Commissioner Anne Winston which expires March 9, 2015.

Recommended Action: Appoint Barbara Miller to Mono County First 5 Children and Families Commission to an unexpired three year term which will expire on March 9, 2015.

Fiscal Impact: None.

ELECTIONS

- 8a) **Special Districts, Appointments in Lieu of Election** - Resolution making appointments to boards of special districts pursuant to California Elections Code section 10515(a) and (b).

Recommended Action: Adopt Resolution R12-___, a resolution of the Mono County Board of Supervisors making appointments to boards of special districts pursuant to California Elections Code section 10515(a) and (b).

Fiscal Impact: None.

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) **Sheriff Scholl Retirement Press Release** - Copy of Sheriff Scholl's press release announcing his upcoming retirement. Informational only.

FINANCE

Additional Departments: Administration, County Counsel

10a)
5 minutes

New Level of Retirement Benefits – 3.0% @ 55 Full Formula Second Tier for Sheriff Safety Members (Brian Muir) - Consider report on the fiscal impact of the change in retirement benefits in accordance with Government Code Section 7507. Consider resolution of intention to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and Board of Supervisors Mono County.

Recommended Action: 1. Receive report on the fiscal impact of the change in retirement benefits in accordance with Government Code Section 7507. 2. Adopt resolution of intention to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and Board of Supervisors Mono County. 3. Authorize Chair to sign certification of compliance with Government Code Section 20475. 4. Introduce, read title, and waive further reading of proposed ordinance authorizing an amendment to contract between the Board of Supervisors Mono County and Board of Administration California Public Employees Retirement System. Provide any desired direction to staff.

Fiscal Impact: No immediate employer rate contribution rate impact. Ultimately, employer normal cost will decrease in the ratio of the second tier annual payroll to the total annual plan payroll up to a maximum decrease of approximately 2.7%. Due to the PERS actuarial schedule, changes to the employer normal cost will lag payroll changes by two and a half years.

PUBLIC WORKS - ENGINEERING DIVISION

11a)
5 minutes

Contract Award for the School Street Plaza Project (Vianey White) - Contract Award for the School Street Plaza Project which consists of constructing a pedestrian plaza with landscaping and benches along the east side of School Street from US 395 to Bryant Street adjacent to the historic county courthouse in the community of Bridgeport.

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) deem V & C Construction's bid to be non-responsive based on its material deviation of a solicitation requirement; 2) identify WWW Construction, Inc. as responsible bidder submitting the lowest responsive bid; 3) award contract to WWW Construction, Inc. for the School Street Plaza Project in an amount not to exceed \$218,048; 4) 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, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$2,180.48 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$225,000, and are approved as to form and legality by County Counsel.

Fiscal Impact: \$225,000 of Transportation Enhancement Activities (TEA) funds for the construction phase.

COUNTY ADMINISTRATIVE OFFICE

12a)
5 minutes

Appointment of a New Transitional Director (and future Director) in Social Services (Jim Arkens) - Proposed resolution approving a contract with Kathryn Peterson and prescribing the compensation, appointment and conditions of said employment. Under said Agreement, Ms. Peterson will serve as Transitional Social Services Director until the current Social Services Director leaves County employment, on or before April 13, 2013, at which point Ms. Peterson will become the Social Services Director.

Recommended Action: Approve Resolution #R_____, approving a contract with Kathy Peterson and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Estimated cost for the remainder of FY 12-13 is \$5,254 of which \$4,238 is salary; \$788 is the employer portion of PERS, and \$228 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$163,743, of which \$104,280 is salary; \$19,789 is the employer portion of PERS, and \$39,674 is the cost of the benefits.

SHERIFF CORONER

13a)

Hiring and/or Backfilling of a Patrol Deputy Position (Sheriff Richard C. Scholl) - To maintain and

15 minutes

deliver quality patrol services to the residents and visitors of Mono County, it is imperative that our patrol staff remain at our current level of 13 patrol deputies. The department currently has several deputies not patrolling the streets for various reasons including one on medical leave, one on administrative leave pending a termination appeal, and on attending the Sheriff's academy in Riverside. The department has also received a resignation letter from one deputy that has accepted a position with the Bishop Police Department. This places the department 4 positions below what current staffing levels should be and places the community and deputies at risk by not being able to provide adequate levels of service.

Recommended Action: Approve allocating an additional deputy sheriff position (to augment current patrol force), and authorize hiring to fill that new position.

Fiscal Impact: For Brady Peek, current Deputy II at Range 54E, his base annual salary is \$73,752; holiday pay is \$7,375; uniform allowance is \$1,000. All of this equates to a total gross salary of \$82,127.

For a new hire, Deputy II at Range 54A, the base annual salary will be \$60,672; holiday pay will be \$6,067; uniform allowance will be \$1,000. For a new hire at this range, the cost equates to a total gross salary of \$67,739.

For a new hire, Deputy II at Range 54C, the estimated cost is \$64,827 of which \$37,288 is salary, \$11,378 is the County PERS contribution and \$16,160 is the cost of benefits. The cost is included in the approved budget. Full year cost is \$136,011 of which \$74,577 is salary, \$25,306 is the County PERS contribution and \$36,129 is the cost of benefits.

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.)

BOARD OF SUPERVISORS

14a)

20 minutes

Placing of County Notices in Local Papers (The Sheet Newspaper) - The Sheet newspaper has requested this item to update the Board on delivery of newspapers countywide, as requested by the Board of Supervisors. This item is being sponsored by Chairwoman Bauer.

Recommended Action: Direct staff regarding the placing of county notices in the local papers.

Fiscal Impact: None at this time.

14b)

15 minutes

AB 1616 Class A Permit Exemption (Tim Alpers, Louis Molina, Janadale Sylve) - AB 1616 was signed into law in September 2012. It was designed to help Californians with economic recovery by allowing certain classes of food to be prepared and sold directly from domestic kitchens. This bill doesn't go into effect until January 2013 but it is being requested that the Board of Supervisors make exemptions to accommodate early business activity, if possible (and specifically, for Mono County resident Janadale Sylve). This item is being sponsored by the Mono County Board of Supervisors at the request of supervisor-elect Tim Alpers. (Note: This request was added shortly before the agenda was finalized. County Counsel and other staff have not yet had an opportunity to analyze the request or applicable law, but will be prepared to address such issues at the Board meeting.)

Recommended Action: Direct the Mono County Health Department to work applicant Janadale Sylve' to issue a Class A Cottage Foods Operation Permit.

Fiscal Impact: None.

PUBLIC WORKS - ROAD DIVISION

15a)

20 minutes

Proposed Fuel Reduction Initiatives (Jeff Walters) - Mono County's vehicles, machinery and equipment use over 200,000 gallons of fuel on average each year. Mono County has many fuel reduction initiatives already in place and continues to develop and implement others in an effort to reduce county fuel use.

Recommended Action: Receive staff report regarding current and proposed fuel reduction initiatives. Provide any desired direction to staff.

Fiscal Impact: Proposed initiatives may result in a reduction in county fuel consumption.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

16a)

20 Minutes

Limited Density Owner Built Rural Dwellings (Tom Perry, Brent Calloway) - Proposed ordinance adopting chapter 15.50 of the Mono County Code pertaining to Limited Density Owner-Built Rural Dwellings.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

ADJOURNMENT

§§§§§



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	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 – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: dispute regarding Conway Ranch grant compliance.

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
11/14/2012 5:04 PM	County Administrative Office	Yes
11/14/2012 3:32 PM	County Counsel	Yes
11/15/2012 8:09 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	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 – ANTICIPATED LITIGATION. Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9. Number of potential cases: one.

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
11/15/2012 10:52 AM	County Administrative Office	Yes
11/15/2012 10:48 AM	County Counsel	Yes
11/15/2012 10:54 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Potential Litigation		

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 subdivision (c) of Government Code section 54956.9. Number of potential cases: one.

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
11/13/2012 7:05 PM	County Administrative Office	Yes
11/13/2012 6:07 PM	County Counsel	Yes
11/14/2012 11:52 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	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, Brian Muir, and Jim Arkens. 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: Jim Arkens

PHONE/EMAIL: 760-932-5413 / jarkens@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](#)

No Attachments Available

[History](#)

Time	Who	Approval
9/28/2012 10:02 AM	County Administrative Office	Yes
11/13/2012 5:51 PM	County Counsel	Yes
9/28/2012 10:02 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Counsel		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Memorandum of Understanding among the Inland Counties Emergency Medical Agency and County of Mono and the Chalfant Fire Protection District for Emergency Medical Transport Services		

AGENDA DESCRIPTION:

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

Proposed memorandum of understanding with Chalfant Fire Protection District and Inland Counties Emergency Medical Agency pertaining to Emergency Medical Transport Services.

RECOMMENDED ACTION:

Approve County entry into proposed memorandum of understanding and authorize Chair to execute said memorandum on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Estimated \$4,000/year.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5494 / bmuir@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](#)

 [Staff Report](#)

 [Chalfant FPD MOU](#)

History

Time	Who	Approval
10/29/2012 3:58 PM	County Administrative Office	Yes
11/13/2012 6:57 PM	County Counsel	Yes
10/29/2012 2:24 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

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: November 20, 2012
To: Honorable Board of Supervisors
From: Brian Muir, Director of Finance

Subject:

Memorandum of Understanding among the Inland Counties Emergency Medical Agency and County of Mono and the Chalfant Fire Protection District for Emergency Medical Transport Services

Recommended Action:

Approve agreement. Provide any desired direction to staff.

Fiscal Impact:

Estimated \$4,000/year

Discussion:

Chalfant Fire Protection District currently provides Advanced Life Support (ALS) services in an area of the County that does not receive direct services from the Mono County Paramedic program. This agreement supersedes the current agreement, provides additional compensation to the District to cover the costs of providing ALS services, and incorporates ICEMA as a participant.

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
CHALFANT FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services (EMS) program that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas pursuant to the Exclusive Operating Area (EOA) Plan for Mono County (the "Paramedic Program"); and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is not presently designated as an exclusive operating area under the EOA Plan, but consists of non-exclusive Operating Areas 3 and 4.

WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California. Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, the Tri-Valley Fire Districts would like to improve the response times and services of BLS triage, assessment, and transport they provide, yet presently face limited financial resources with which to provide financial incentives and training to volunteers within their respective districts; and

WHEREAS, the County would like assist the Tri-Valley Fire Districts in improving their response times and the services of BLS triage, assessment, and emergency transportation services, and is willing and able to provide a financial supplement in the form of reimbursement for consumable medical supplies and additional payment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the Chalfant Fire Protection District ("District") hereby agree as follows:

1. County agrees to pay \$300.00 to District for each call District responds to and during which District volunteers provide EMS care and/or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider. County additionally agrees to provide or reimburse District for consumable medical supplies used in providing the EMS and/or transport services described in this paragraph and/or in providing training to District volunteers providing such services, and to pay District a

- lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses.
2. District will submit monthly invoices to the Mono County Auditor for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Auditor. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested or medical supplies purchased. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law. County shall transfer \$1,000 to the District's account in January of each year.
 3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
 4. District shall verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
 5. District has been provided with an EMS vehicle by County, and District agrees to comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
 6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
 7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall such payments to provide volunteer incentives as set forth in paragraph 9 of this Agreement.
 8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and

verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made and District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. Contractor shall provide professional liability insurance (Medical Malpractice) in the amount of not less than one million dollars (\$2,000,000.00) each occurrence/one million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
14. The term of this Agreement shall be for a period of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty

(30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

15. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.
16. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.

COUNTY OF MONO

DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

ICEMA

By: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Rita Sherman, Risk Manager



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Counsel		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Memorandum of Understanding among the Inland Counties Emergency Medical Agency and County of Mono and the White Mountain Fire Protection District for Emergency Medical Transport Services		

AGENDA DESCRIPTION:

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

Proposed memorandum of understanding with White Mountain Fire Protection District and Inland Counties Emergency Medical Agency pertaining to Emergency Medical Transport Services.

RECOMMENDED ACTION:

Approve County entry into proposed memorandum of understanding and authorize Chair to execute said memorandum on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Estimated \$4,000/year.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5494 / bmuir@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

 [Staff Report](#)

 [White Mountain FPD MOU](#)

History

Time	Who	Approval
10/29/2012 3:58 PM	County Administrative Office	Yes
11/13/2012 6:58 PM	County Counsel	Yes
10/29/2012 2:24 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

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: November 20, 2012
To: Honorable Board of Supervisors
From: Brian Muir, Director of Finance

Subject:

Memorandum of Understanding among the Inland Counties Emergency Medical Agency and County of Mono and the White Mountain Fire Protection District for Emergency Medical Transport Services

Recommended Action:

Approve agreement. Provide any desired direction to staff.

Fiscal Impact:

Estimated \$4,000/year

Discussion:

White Mountain Fire Protection District currently provides Advanced Life Support (ALS) services in an area of the County that does not receive direct services from the Mono County Paramedic program. This agreement supersedes the current agreement, provides additional compensation to the District to cover the costs of providing ALS services, and incorporates ICEMA as a participant.

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
WHITE MOUNTAIN FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono (“County”) operates an emergency medical services (EMS) program that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas pursuant to the Exclusive Operating Area (EOA) Plan for Mono County (the “Paramedic Program”); and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is not presently designated as an exclusive operating area under the EOA Plan, but consists of non-exclusive Operating Areas 3 and 4,

WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California. Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, the Tri-Valley Fire Districts would like to improve the response times and services of BLS triage, assessment, and transport they provide, yet presently face limited financial resources with which to provide financial incentives and training to volunteers within their respective districts; and

WHEREAS, the County would like assist the Tri-Valley Fire Districts in improving their response times and the services of BLS triage, assessment, and emergency transportation services, and is willing and able to provide a financial supplement in the form of reimbursement for consumable medical supplies and additional payment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the White Mountain Fire Protection District (“District”) hereby agree as follows:

1. County agrees to pay \$300.00 to District for each call District responds to and during which District volunteers provide EMS care and/or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider. County additionally agrees to provide or reimburse District for consumable medical supplies used in providing the EMS and/or transport services described in this paragraph and/or in

- providing training to District volunteers providing such services, and to pay District a lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses.
2. District will submit monthly invoices to the Mono County Auditor for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Auditor. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested or medical supplies purchased. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law. County shall transfer \$1,000 to the District's account in January of each year.
 3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
 4. District shall verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
 5. District has been provided with an EMS vehicle by County, and District agrees to comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
 6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
 7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall such payments to provide volunteer incentives as set forth in paragraph 9 of this Agreement.
 8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. District understands and agrees that any

services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made and District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. Contractor shall provide professional liability insurance (Medical Malpractice) in the amount of not less than one million dollars (\$2,000,000.00) each occurrence/one million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
14. The term of this Agreement shall be for a period of two (2) years and may be terminated

at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

15. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.
16. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.

COUNTY OF MONO

DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

ICEMA

By: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Rita Sherman, Risk Manager



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Treasury Pool Transactions		

AGENDA DESCRIPTION:

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

Report of transactions in the Treasury Pool for the month of October 2012.

RECOMMENDED ACTION:

None (informational only).

FISCAL IMPACT:

None.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5494 / bmuir@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

- [Staff Report](#)
- [Treasury Pool Transaction Report October 2012](#)

History

Time

Who

Approval

11/14/2012 5:04 PM	County Administrative Office	Yes
11/15/2012 10:33 AM	County Counsel	Yes
11/14/2012 4:19 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

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: November 20, 2012
To: Honorable Board of Supervisors
From: Brian Muir, Director of Finance
Subject: Treasury Pool Transactions

Recommended Action:

Receive written report of transactions in the Treasury Pool for the month of October 2012.

Fiscal Impact:

None

Discussion:

Informational only

Mono County
Monthly Activity - by Action
Portfolio/Report Group: All Portfolios
From 10/1/2012 To 10/31/2012

Description	CUSIP/Ticker	Settlement Date	Face Amount/Shares	Principal	Interest/Dividends	Total	YTM @ Cost
BUY							
AMER EX CENTRN 1 7/13/2015	02587DLG1	10/11/2012	250,000.00	250,000.00	0.00	250,000.00	1.000
FHLMC 0.625 11/1/2016	3134G3S50	10/19/2012	2,000,000.00	1,997,580.00	34.72	1,997,614.72	0.655
GE CAP BK INC 0.9 4/13/2015	36160XW29	10/12/2012	250,000.00	250,000.00	0.00	250,000.00	0.900
General Electric Cap Corp 2.25 11/9/2015	36962G4T8	10/10/2012	500,000.00	520,240.00	4,718.75	524,958.75	0.914
GOLDMAN SACHS BK 0.95 4/10/2015	38143AL37	10/10/2012	250,000.00	250,000.00	0.00	250,000.00	0.950
ORANGE CO CA PENS 0.8 9/1/2013	68428LBV5	10/10/2012	1,260,000.00	1,251,054.00	0.00	1,251,054.00	1.606
SOVEREIGN BK 0.75 10/14/2014	84603M2Z8	10/11/2012	250,000.00	250,000.00	0.00	250,000.00	0.750
Sub Total / Average			4,760,000.00	4,768,874.00	4,753.47	4,773,627.47	
CALLED							
FAMC Step 10/26/2015-12	3136GODK4	10/26/2012	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.000
FNMA Step 10/26/2015-12	3136G0DK4	10/25/2012	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.000
FNMA Step 10/26/2016-12	3136FTFU8	10/26/2012	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.000
Sub Total / Average			8,000,000.00	8,000,000.00	0.00	8,000,000.00	
DEPOSIT							
Local Agency Investment Fund LGIP	LAIF6000	10/3/2012	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.000
Local Agency Investment Fund LGIP	LAIF6000	10/29/2012	8,000,000.00	8,000,000.00	0.00	8,000,000.00	0.000
Oak Valley Bank Cash	OAKVALLEY0670	10/31/2012	1,755.93	1,755.93	0.00	1,755.93	0.000
Oak Valley Bank Cash	OAKVALLEY0670	10/31/2012	25,863,249.00	25,863,249.00	0.00	25,863,249.00	0.000
Sub Total / Average			36,865,004.93	36,865,004.93	0.00	36,865,004.93	
INTEREST							
FAMC Step 10/26/2015-12	3136GODK4	10/26/2012	0.00	0.00	10,000.00	10,000.00	0.000
FNMA 0.7 4/30/2015-12	3135G0KH5	10/30/2012	0.00	0.00	7,000.00	7,000.00	0.000

Description	CUSIP/Ticker	Settlement Date	Face Amount/Shares	Principal	Interest/Dividends	Total	YTM @ Cost
FNMA Step 10/26/2015-12	3136G0DK4	10/25/2012	0.00	0.00	5,000.00	5,000.00	0.000
FNMA Step 10/26/2016-12	3136FTFU8	10/26/2012	0.00	0.00	12,500.00	12,500.00	0.000
General Electric Cap Corp 2.3 4/27/2017	36962G5W0	10/27/2012	0.00	0.00	5,750.00	5,750.00	0.000
Gilroy Unif School 3.96 4/1/2015	376087CZ3	10/1/2012	0.00	0.00	9,603.00	9,603.00	0.000
JP Morgan Chase 5.375 10/1/2012	46625HGT1	10/1/2012	0.00	0.00	13,437.50	13,437.50	0.000
MassMutual Global 2.875 4/21/2014	57629WBK5	10/21/2012	0.00	0.00	7,187.50	7,187.50	0.000
MetLife Global 5.125 4/10/2013	592179JG1	10/10/2012	0.00	0.00	12,812.50	12,812.50	0.000
Wells Fargo CO 3.75 10/1/2014	94974BET3	10/1/2012	0.00	0.00	9,375.00	9,375.00	0.000
Sub Total / Average			0.00	0.00	92,665.50	92,665.50	
MATURED							
JP Morgan Chase 5.375 10/1/2012	46625HGT1	10/1/2012	500,000.00	500,000.00	0.00	500,000.00	0.000
Sub Total / Average			500,000.00	500,000.00	0.00	500,000.00	
SELL							
Santander US Debt 2.485 1/18/2013	802815AP5	10/5/2012	500,000.00	498,750.00	2,657.57	501,407.57	0.000
Sub Total / Average			500,000.00	498,750.00	2,657.57	501,407.57	
WITHDRAW							
Local Agency Investment Fund LGIP	LAIF6000	10/26/2012	3,000,000.00	3,000,000.00	0.00	3,000,000.00	0.000
Oak Valley Bank Cash	OAKVALLEY0670	10/31/2012	25,630,244.93	25,630,244.93	0.00	25,630,244.93	0.000
Sub Total / Average			28,630,244.93	28,630,244.93	0.00	28,630,244.93	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 20, 2012

DEPARTMENT Public Works - Solid Waste Division

ADDITIONAL DEPARTMENTS

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD

SUBJECT Amendment to MCPE MOU relating to holiday pay for landfill employees

AGENDA DESCRIPTION:

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

Proposed amendment to MCPE MOU relating to holiday pay for landfill employees.

RECOMMENDED ACTION:

Approve amendment as presented and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Savings of approximately \$5,000 per year.

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:

Click to download

[Staff Report](#)

[MOU Amendment](#)

History

Time	Who	Approval
11/14/2012 1:16 PM	County Administrative Office	Yes
11/14/2012 3:33 PM	County Counsel	Yes
11/14/2012 4:21 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

November 20, 2012

TO: Honorable Mono County Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

RE: Amendment to MCPE MOU Relating to Holiday Pay for Landfill Staff

RECOMMENDED ACTION:

Approve and sign amendment to MOU, as presented.

BACKGROUND:

In the past, the County landfill employees negotiated a specific compensation method for the responsibility of having to work county holidays: essentially, a 6% bonus paid twice a year.

This method was made part of the MOU, and the landfill employees worked under that method until the decision was made in May 2011 to close the landfills on Holidays, which made the scheduled compensation moot.

On those holidays when the landfill was closed, commercial waste haulers still had access to the Benton Crossing landfill and arrangements were made to allow for them to dump as necessary but during lease negotiations with LADWP, that practice was deemed unacceptable so the county agreed to staff the landfill on all holidays when garbage would be accepted.

The landfill employees then expressed an interest in changing the 6% compensation arrangement because of issues with equitability of holiday work and pay. They suggested the more standard approach of earning 1.5 time whenever working on a county holiday. This was acceptable to management, and union representative Jerry Fredericks has met with landfill staff and Jim Arkens and tentatively agreed to the new proposal.

FISCAL IMPACT:

Because of reduction in staffing and hours on holidays, the overall fiscal impact of this new arrangement should reduce expenses from the current 6% method, although the reduction will be minimal, from approximately \$23,000 per year to \$18,000 per year.

Please contact Tony Dublino at (760) 932-5453 with any questions.

Sincerely,

Tony Dublino

**Agreement and First Amendment to the
2011-2012 Memorandum of Understanding
Between the County of Mono and the
International Union of Operating Engineers, Stationary
Local 39, AFL-CIO, pertaining to the bargaining unit known
as the Mono County Public Employees (MCPE)**

This Agreement and First Amendment is entered into by and between the County of Mono (County) and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO ("Local 39") majority representative of the bargaining unit known as the Mono County Public Employees (MCPE). The County and Local 39 are sometimes referred to herein as the parties.

I. Recitals

A. The parties previously entered into a memorandum of understanding for the period of January 1, 2011, through December 31, 2012 ("the MOU"). During this period, the operating schedule of the Benton Crossing Landfill was modified such that the landfill is now open on certain County holidays.

B. As a result of the above-described change, it is necessary and/or desirable to revise those provisions of the MOU related to holiday pay for landfill employees.

C. The parties have met and conferred in good faith regarding these issues and reached a mutually-acceptable resolution that they wish to memorialize in this Agreement and First Amendment.

II. Terms and Conditions

The parties hereto AGREE as follows:

1. Retroactive to November 11, 2012, Paragraph B (entitled "Landfill Employees") of Article 27 (entitled "Holiday Pay") of the MOU shall be amended in its entirety to read as follows:

B. Landfill Employees. Covered employees, whether they work on a county holiday (as defined by the County Code) or not, will receive 8 hours compensation, in the form of 8 hours comp time, if they are not normally scheduled to work on the holiday, and in the form of 8 hours of regular compensation if they are normally scheduled to work on the holiday (in which case they may need to contribute 1 hour comp time to maintain a 40-hour work week). In addition to the above, if a covered employee works on a county holiday, then they will receive 1.5 times their normal rate of pay for each hour worked, up to eight (8) hours per day. The hours of work shall be from 7:30-4:00, with a standard ½ hour lunch break. After all hauler loads have been delivered for the day and all necessary service provided, covered employees working on a county holiday may leave early, at their discretion, at any time after 12 noon.

2. This Agreement and First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement and First Amendment.

II. Execution

IN WITNESS of the foregoing provisions the parties have signed this Agreement and First Amendment below through their duly-authorized representatives:

LOCAL 39:

COUNTY

By: _____
Jerry Kalmar, Business Mgr.
Local 39

By: _____
Vikki Magee-Bauer, Chair
Board of Supervisors

Dated: _____

Dated: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment to First 5 Children and Families Commission		

AGENDA DESCRIPTION:

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

Appointment of Barbara Miller to Mono County First 5 Children and Families Commission for a term of three years. This appointment is being requested by the Commission. If appointed, Ms. Miller would serve the remainder of a three year term vacated by Commissioner Anne Winston which expires March 9, 2015.

RECOMMENDED ACTION:

Appoint Barbara Miller to Mono County First 5 Children and Families Commission to an unexpired three year term which will expire on March 9, 2015.

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:

Click to download

[First Five Staff](#)

[First Five Recomm](#)

History

Time	Who	Approval
11/5/2012 3:50 PM	County Administrative Office	Yes
11/13/2012 6:01 PM	County Counsel	Yes
11/5/2012 4:13 PM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall, Sr. Deputy Clerk of the Board
Date: November 20, 2012

Subject

Appointment of Barbara Miller to the Mono County First 5 Children and Families Commission at the request of the Commission. If appointment, Ms. Miller will fill an unexpired three year term (of Anne Winston) and her term will expire on March 9, 2015.

Recommendation

Appoint Barbara Miller to the Mono County First 5 Children and Families Commission filling an unexpired three term that will expire on March 9, 2015.

Discussion

The Mono County First 5 Children and Families Commission has a vacancy in an unexpired term on their Board. The Commission has requested that the Board appoint Barbara Miller (and Ms. Miller has also sent a letter of intent which is attached) to fill this unexpired term. The term will expire on March 9, 2015.

Fiscal Impact

None.



October 25, 2012

Ms. Lynda Roberts
Mono County Clerk of the Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

Stacey Adler, PhD
Commission Chair
Mono County
Superintendent of Schools

Julie Tiede
Commission Vice Chair
Director, Mono County
Department of Social
Services

Kim Escudero, MD
Commission Secretary
Pediatrician,
Mammoth Lakes Hospital

Byng Hunt
Mono County Board of
Supervisors

Rick Johnson, MD
Mono County Health Officer

Jeanne Sassin
Kindergarten Teacher
Lee Vining Elementary
School

Kathryn Peterson, MPH
Executive Director

RE: BOS Appointment of Barbara Miller to the First 5 Mono County Children and Families Commission

Dear Ms. Roberts:

The First 5 Mono County Commission respectfully requests that the Board of Supervisors appoint Barbara Miller of Mammoth Lakes to serve as a member of the First 5 Mono County Commission. If appointed, Ms Miller would serve the remainder of a three year term vacated by Commissioner Anne Winston which expires March 9, 2015.

Ms Miller wishes to serve under the membership category *Representatives of community-based organizations that have the goal of promoting or nurturing early childhood development*. Ms Miller has lived and worked in Mono County for 35 years, and is a long-time member of both the Mono County Child Care Council and the Mono County Child Abuse Prevention Council. She currently serves as the Program Director at the Mammoth Unified School District Husky Club, an early learning and child care center for young children.

A vacancy on the Commission was created when Anne Winston resigned from the Commission in April 2012 in order to relocate outside of Mono County with her family. The Commission enthusiastically recommends Ms Miller for her local knowledge of child and family issues, and for the considerable expertise she will contribute to the Commission's work with children and families. Her letter of interest is attached.

Thank you for your consideration of this request. Please don't hesitate to call if you have questions.

Sincerely,

Kathryn E. Peterson
First 5 Mono County Executive Director

Enclosures: Letter of interest from **Barbara Miller**

cc: Stacey Simon, Mono County Counsel

Mammoth Unified School District

Husky Club



October 10, 2012

To the First Five Mono County Commission,
Attn: Kathy Peterson
P.O. Box 130
Mammoth Lakes, CA 93546

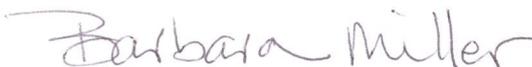
I am writing you this letter of interest for your consideration of my qualifications to join the First Five Mono County Commission.

I am an active member of the Mono County Child Care Council and the Child Abuse Prevention Council. I have lived and worked in this community for 35 years. I have worked for 16 years providing childcare for the Husky Club. We serve children ages 4-10 in our after-school program. I am currently employed as the Program Director and as one of the teachers at the MUSD Husky Club. I have a reputation in our communities as a strong advocate for children and families.

I would love to serve on this commission. The programs you offer this county are amazing and so valuable. I have been able to see first hand the benefits of the Kindergarten Round Up, the Summer Bridge Program and the Cares Plus Program, from which I have personally benefited. It would be an honor to be a part of this great work.

I would like to apply to be a member under the category of representatives of community-based organizations that have the goal of promoting or nurturing early childhood development.

Sincerely,



Barbara Miller



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Elections
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Special Districts, Appointments in Lieu of Election		

AGENDA DESCRIPTION:

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

Resolution making appointments to boards of special districts pursuant to California Elections Code section 10515(a) and (b).

RECOMMENDED ACTION:

Adopt Resolution R12-___, a resolution of the Mono County Board of Supervisors making appointments to boards of special districts pursuant to California Elections Code section 10515(a) and (b).

FISCAL IMPACT:

None.

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

- [Special Districts Appointments In Lieu of Election](#)
- [Resolution making special bd appointments](#)
- [resolution exhibits](#)

History

Time	Who	Approval
10/30/2012 3:04 PM	County Administrative Office	Yes
11/15/2012 10:32 AM	County Counsel	Yes
10/30/2012 1:40 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, Elections Official
Date: November 20, 2012

Subject

Appointments in Lieu of Election (November 6, 2012)

Recommendation

Make appointments to the special districts as presented in Exhibits A and B.

Discussion

Pursuant to California Elections Code §10515(a), the supervising authority (meaning the Board of Supervisors) shall make appointments to special districts if by 5:00 p.m. on the 83rd day prior to the general election (August 15, 2012), (1) only one person has filed a declaration of candidacy for office, (2) no one has filed a declaration of candidacy for office, (3) the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled, or (4) the number of candidates for director at large from a division does not exceed the number required to be elected director at large. The Elections Official shall present these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons who have filed declarations of candidacy.

Pursuant to California Elections Code §10515(b), if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office. At the regular meeting of September 11, 2012, the Board of Supervisors adopted Resolution R12-64 setting forth a process by which the Board will solicit names to consider for such appointments.

Exhibit A lists the names of those persons who filed candidacy paperwork by the filing deadline. The number of persons who filed does not exceed the number of offices to be filled. Exhibit B lists those persons whose names were submitted pursuant to the process outlined in Resolution R12-64.

Two people originally submitted letters of interest for the one open seat on the June Lake Public Utility District: Vikki Bauer and BZ Miller. Bauer has withdrawn her letter of interest.

Lastly, there are four special districts that will require further recruitment efforts as outlined in Resolution R12-64:

- Chalfant Valley Fire Department (1 seat)
- Mammoth Lakes Mosquito Abatement District (2 seats)
- Mono City Fire Protection District (2 seats)
- White Mountain Fire Protection District (2 seats)

Pursuant to R12-64, the County elections official will place an announcement in the newspaper to advertise the open seats and call for letters of interest. In addition, members of the Board of Supervisors may make recommendations of qualified persons for the entire Board to consider for such appointments.

Fiscal Impact

None

1 to the office who is qualified on the date when the election would have been held. The
2 person appointed shall qualify and take office and serve exactly as if elected at a general
3 district election for the office, and;

4 **WHEREAS**, state law does not set forth any particular process for the Board to utilize
5 in identifying qualified persons whom the Board may consider for such appointment; and

6 **WHEREAS**, the Board finds it would be beneficial for all interested parties to have a
7 pre-established and known process by which the Board will solicit names to consider for such
8 appointments.

9 **NOW THEREFORE BE IT RESOLVED** by the Mono County Board of Supervisors that
10 the following process shall be utilized to solicit names of qualified persons whom the Board
11 may consider for appointment to a special district elective office whenever such an
12 appointment is required by California Elections Code section 10515:

- 13 1. After the close of the filing period for candidates to be elected to special district
14 offices, if it appears to the County elections official that an appointment to such an
15 office by the Board of Supervisors will be required by California Elections Code
16 §10515 with respect to a special district, then County elections official will so notify the
17 secretary of that district. The notice shall also invite the district to provide the County
18 elections official with the name or names of any qualified persons recommended by
19 the district for such appointment by the Board of Supervisors, within 30 days from the
20 date the notice is sent.
- 21 2. If the County elections official does not timely receive any such recommendation from
22 the district, then the County elections official will place an announcement in the
23 newspaper to advertise the open seat(s) on the board of the special district and call
24 for letters of interest to be sent to the elections official by a given deadline.
25
26
27
28

1 3. In addition, members of the Board of Supervisors may make recommendations of
2 qualified persons for the entire Board to consider for such appointments.

3
4 4. The persons whose names were obtained through the above process shall then be
5 duly considered by the Board of Supervisors for appointment pursuant to Elections
6 Code section 10515. (NOTE: Pursuant to Elections Code §10507, the term of office
7 for a special district office holder is four years or until his or her successor qualifies
8 and take office. Thus, in a situation where the Board of Supervisors is required to
9 appoint an office holder pursuant to Elections Code section 10515 but does not do so
10 before the end of the incumbent office holder's regular four-year term, the incumbent's
11 term may continue beyond four years, until the person appointed by the Board is
12 qualified and takes office. The person so appointed by the Board may or may not be
13 the incumbent office holder; in no event does an incumbent's term automatically renew
14 for another four years.)

15 **APPROVED AND ADOPTED** this 11th day of September, 2012, by the following vote
16 of the Board of Supervisors, County of Mono:

17 **AYES** : Supervisors Bauer, Hansen, Hunt and Johnston.

18 **NOES** : None.

19 **ABSENT** : Supervisor Hazard.

20 **ABSTAIN** : None.



**VIKKI BAUER, CHAIR
BOARD OF SUPERVISORS**

24 **ATTEST:**

25 
26 **LYNDA ROBERTS
CLERK OF THE BOARD**

APPROVED AS TO FORM:

27 
28 **MARSHALL RUDOLPH
COUNTY COUNSEL**

Exhibit A
Candidacy Paperwork Filed by the Deadline
APPOINTMENTS IN LIEU OF ELECTION
NOVEMBER 6, 2012, PRESIDENTIAL GENERAL ELECTION
Pursuant to California Elections Code §10515(a)

ANTELOPE VALLEY FIRE PROTECTION DISTRICT

- * Don Morris

BIRCHIM COMMUNITY SERVICES DISTRICT

- * Steve Toups
- * Linda Monreal

BRIDGEPORT FIRE PROTECTION DISTRICT

- * Albert Pegorare
- * James Reid

CHALFANT VALLEY FIRE DEPARTMENT (a Community Services District)

- * Naomi Garcia

HILTON CREEK COMMUNITY SERVICES DISTRICT

- * Steve Shipley

JUNE LAKE PUBLIC UTILITY DISTRICT

- * Cheri Bromberger
- * Patty Heinrich

LEE VINING PUBLIC UTILITIES DISTRICT

- * Martin Strelneck

LONG VALLEY FIRE PROTECTION DISTRICT

- * Hank Brown
- * Christina DeGeorge
- * Ron Day

MAMMOTH COMMUNITY WATER DISTRICT

- * Earl Henderson
- * Thomas R. Smith
- * Thomas G. Cage

MAMMOTH LAKES COMMUNITY SERVICES DISTRICT

- * Gerard Oliveira
- * Joel Brown

MAMMOTH LAKES FIRE PROTECTION DISTRICT

- * Rick Terrell
- * Jeff Boucher
- * Tony Colasardo

PARADISE FIRE PROTECITON DISTRICT

- * Mike House
- * Ann Klinefelter

SOUTHERN MONO HEALTHCARE DISTRICT

- * Helen Shepherd
- * Stephan A. Swisher
- * Maria M. King

WHEELER CREST COMMUNITY SERVICES DISTRICT

- * Jim Hess
- * Brent Miller
- * Dan Conners

WHEELER CREST FIRE PROTECITON DISTRICT

- * Tim McMullen
- * Alan Carson
- * Bill Goodman

Exhibit B
Names Submitted Pursuant to Resolution R12-64
APPOINTMENTS IN LIEU OF ELECTION
NOVEMBER 6, 2012, PRESIDENTIAL GENERAL ELECTION
Pursuant to California Elections Code §10515(b)

ANTELOPE VALLEY FIRE PROTECTION DISTRICT

- * Kathy Mandichak
- * Dave Robbins

ANTELOPE VALLEY WATER DISTRICT

- * David Park
- * Harold Curti, Jr.
- * Thomas Summers

BRIDGEPORT PUBLIC UTILITY DISTRICT

- * Denise Freels

CHALFANT VALLEY FIRE DEPARTMENT

- * Amy Campbell

HILTON CREEK COMMUNITY SERVICES DISTRICT

- * Windsor Czeschin

JUNE LAKE FIRE PROTECITON DISTRICT

- * David Naaden
- * Larry Miller
- * Keith Potter

JUNE LAKE PUBLIC UTILITY DISTRICT

- * BZ Miller

LEE VINING FIRE PROTECITON DISTRICT

- * Shelley Channel

LEE VINING PUBLIC UTILITY DISTRICT

- * David Dore
- * William Banta

PARADISE FIRE PROTECITON DISTRICT

- * Pat Pontak

TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

- * Cindy Kitts
- * Wayne Hutton
- * Dave Doonan

ANTELOPE VALLEY FIRE PROTECTION DISTRICT

*1166 Larson Lane
Coleville, CA 96107
530-495-2900*

October 09/2012
Mono County Board of Supervisors,

The Antelope Valley Fire Protection District Board of Commissioners agree and recommend the following qualified individuals to fill the two Board vacancies that will exist after the November 2012 elections. They respectfully ask that the Board of Supervisors appoint these individuals to serve as Commissioners for the AVFD Board:

Kathy Mandichak who has previously served on the AVFD Board and has been active in other community organizations. She will be great asset.

Dave Robbins who has served two terms on the AVFD Board and is willing to continue to serve. Dave has been involved in various community organizations and will also be an asset.

We appreciate your consideration and assistance in this matter.



Kim Royall
Board Chairperson
Antelope Valley Fire Protection District Board of Commissioners

RECEIVED
OCT 15 2012
OFFICE OF THE CLERK

**ANTELOPE VALLEY WATER DISTRICT
P. O. Box 87
Topaz, CA 96133**

RECEIVED
OCT 01 2012
OFFICE OF THE CLERK

**Clerk-Recorder-Registrar
County of Mono
P. O. Box 237
Bridgeport, CA 93517**

**Attention: Lynda Roberts
Mono County Elections Official**

Dear Ms. Roberts:

We are in receipt of your correspondence dated September 14, 2012, stating that in November of this year the Antelope Valley Water District Board will have three vacancies.

The Antelope Valley Water District is hereby recommending the following three gentlemen for appointment by the Board of Supervisors to fill these vacancies:

**David Park
P. O. Box 53
Topaz, CA 96133**

**Harold Curti, Jr.
801 Larson Lane
Coleville, CA 96107**

**Thomas Summers
116116 Hwy 395
Topaz, CA 96133**

We believe each of these gentlemen to be very qualified to handle the duties of Commissioner of the Antelope Valley Water District.

Thank you for your help. Please let us know if additional information is needed to accomplish this task.

Thanks again,



**Dwain Chichester
Commissioner, Antelope Valley Water District**

BRIDGEPORT PUBLIC UTILITY DISTRICT

P.O. BOX 473

BRIDGEPORT, CA 93517

TEL: (760) 932-7251 FAX: (760)932-9992

E-MAIL BPUD@Qnet.com

November 8, 2012

Honorable Board of Supervisors
County of Mono
P.O. Box 715
Bridgeport, Ca 93517



Attention: Mrs. Linda Roberts/Clerk

Dear Mrs. Roberts:

The Board of Directors of the Bridgeport Public Utility District would like to be placed on the agenda for November 20, 2012 whereon there is an item already scheduled regarding appointments for Special Districts.

The Board would like to recommend the appointment of DENISE FREELS to fill a vacancy.

William Cole filed candidate papers for the election held on November 6, 2012 but has since presented this Board with a letter of resignation.

Thank you for your consideration.

A handwritten signature in cursive that reads "Renn Nolan".

Renn Nolan
General Manager
Bridgeport Public Utility District

Attachment: Letter of Resignation/William Cole

November 7, 2012

Bridgeport Public Utility District
P.O. Box 473
Bridgeport, Ca 93517

Re: Resignation

Dear Board Members:

It is with regret that I tender my resignation from the District Board effective today, November 7, 2012.

If you have any questions please call me.

Sincerely,

A handwritten signature in black ink that reads "William H. Cole". The signature is written in a cursive style with a large, looped initial "W".

William H. Cole

10/20/12

Chalfant Valley Fire Department

215 Valley Road

Chalfant, CA 93514

Re appointment of Board Members

Mono County Elections Department,

Please reappointment Naomi Garcia and Amp Campbell to our board. Thank you.



Peter Pumphrey

Board Chair

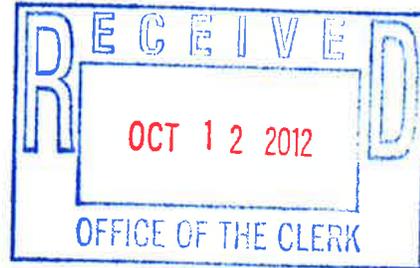
FILED

OCT 23 2012

LYNDA ROBERTS
MONO COUNTY CLERK

HILTON CREEK COMMUNITY SERVICES DISTRICT
3222 CROWLEY LAKE DRIVE
CROWLEY LAKE, CA 93546
(760) 934-6299

October 10, 2012



Mono County Clerk-Recorder-Register
Lynda Roberts
PO Box 237
Bridgeport, CA 93517

Re: Board Vacancy

Dear Lynda:

The Board of Directors of the Hilton Creek Community Services District has approved recommendation for reappointment of Windsor Czeschin to the Board of Directors for an additional 4-year term. Windsor's current term expires in November 2012. Please provide this recommendation to the Board of Supervisors for appointment.

Sincerely,

Marianne O'Connor
Secretary of the Board

June Lake Fire Protection District

P. O. BOX 144
JUNE LAKE, CALIFORNIA 93529

TELEPHONE (760) 648-7390

FAX (760) 648-6801

September 27, 2012

Mono County Clerk-Recorder-Registrar
Attn: Lynda Romero
P.O. Box 237
Bridgeport, CA 93517

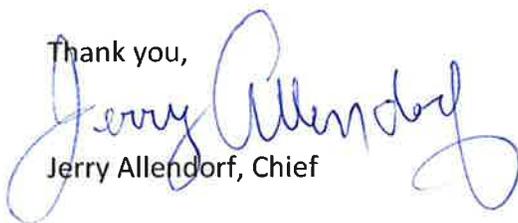
RECEIVED
SEP 28 2012
OFFICE OF THE CLERK

Re: Open seats, November 2012 election

Per Resolution #R12-64, the June Lake Fire Protection District recommends the following persons for consideration for appointment to the JLFPD board (all incumbents):

David Naaden PO Box 579 June Lake CA 93529
Larry Miller PO Box 204 June Lake CA 93529
Keith Potter PO Box 221 June Lake CA 93529

Thank you,



Jerry Allendorf, Chief



JUNE LAKE PUBLIC UTILITY DISTRICT
P.O. BOX 99
JUNE LAKE, CA 93529
Phone (760) 648-7778/ Fax 760-648-6801

RECEIVED
OCT 04 2012
OFFICE OF THE CLERK

To: Mono County Elections Official
P.O. Box 237
Bridgeport, CA 93517

October 2, 2012

Subject: Presidential General Election, November 6, 2012 (Open seat for June Lake PUD)

Attention: Lynda Roberts

Dear Linda,

As requested in your letter dated September 14, 2012 I am responding to the open Board of Directors seat for the June Lake Public Utility District that will be available at the end of November 2012. To date I have received 2 letters of interest to fill the open seat.

The first letter of Interest was received from Vikki Bauer on September 13, 2012. I feel Vikki Bauer would be a benefit to the June Lake PUD with her extensive background in civil and community service within Mono County. I have attached a copy of her letter for your consideration.

The second person that expressed an interest is current Board member BZ Miller. Mr. Miller did not submit the required documentation to Mono County by the due date requested to be reelected for an additional term. Due to not meeting the required deadline for resubmission I feel there is a lack of interest to be reelected. I submitted a request to Mr. Miller on September 18th, 2012 asking if he still had an interest in serving on the Board of Directors. He said he did and his response is also attached

Should you have any questions regarding this correspondence please contact me at 760-648-7778, extension 12.

Best Regards,

Richard Ciauri
General Manager
June Lake Public Utility District

Richard Ciauri

From: bz miller [bzmilleryahoo.com]
Sent: Tuesday, September 18, 2012 6:09 PM
To: Richard Ciauri
Subject: Re: Open Board Seat for JLPUD

Yes I would like the MC Board of Supes to seat me. Thanks BZ

--- On Tue, 9/18/12, Richard Ciauri <pudgm@qnet.com> wrote:

From: Richard Ciauri <pudgm@qnet.com>
Subject: Open Board Seat for JLPUD
To: bzmilleryahoo.com
Date: Tuesday, September 18, 2012, 3:17 PM

Hello BZ, I am in receipt of a letter from the Mono County Clerk, Elections Official dated September 14, 2012.

This letter was sent to notify the June Lake PUD that there will be a vacancy on our Board of Directors at the end of November 2012. This vacancy would be your seat as it stands now.

I am required to notify the County Clerk of all interested parties that would be willing to fill this position by October 15, 2012.

If you do still have an interest in serving on the JLPUD Board please send me a letter of interest by October 1, 2012.

I appreciate you getting back to me at your earliest convenience.

Richard Ciauri

General Manager

June Lake Public Utility District

760-648-7778

Lee Vining Fire Protection District
P. O. Box 246, Lee Vining, California 93541

RECEIVED

OCT 05 2012

OFFICE OF THE CLERK

To: Honorable Board of Supervisors
and Lynda Roberts
From: LVFD Fire Commissioners
Shanda Duro and Nick Dondero
Date: September 28, 2012

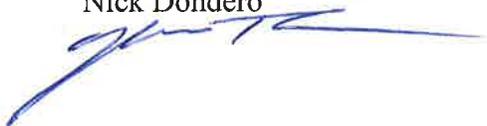
This is to inform the Board of Supervisors of the desire to reinstate Shelley Channel as Commissioner for the Lee Vining Fire Department.
This is a unanimous vote from LVFD board of commissioners, Shanda Duro and Nick Dondero.

Thank you for your consideration,

Shanda Duro



Nick Dondero



Lee Vining Public Utility District

P O Box 266

Lee Vining, CA 93541

(760) 647-0047

RECEIVED

OCT 15 2012

OFFICE OF THE CLERK

October 10,2012

Linda Roberts
Clerk Recorder
PO Box 237
Bridgeport, CA 93517

To Whom It May Concern:

William Banta and David Dore terms as board members expire November 30, 2012. Lee Vining Public Utility District Board request that they be appointed for a term of four years as board members of Lee Vining Public Utility District.

Respectfully,



Tom Strazdins
Lee Vining Public Utility District
Board Chairman

**Paradise Fire Protection District
5300 Lower Rock Creek Road
Bishop, CA 93514
(760) 387-2255**

October 2, 2012

RECEIVED

OCT 09 2012

OFFICE OF THE CLERK

Lynda Roberts
Mono County Elections Official
P. O. Box 237
Bridgeport, CA 93517

RE: Re: Appointment to Paradise Fire Protection District Board of
Commissioners

Dear Ms. Roberts:

Paradise Fire Protection District (PFPD) would like to recommend Pat Pontak for
appointment by the Mono County Board of Supervisors to the position of
Treasurer on the PFPD Board.

Please contact me if you have any questions.

Sincerely,



Ann Klinefelter
Secretary
PFPD Board of Commissioners

760-387-2673
5201 Westridge Rd
Bishop, CA 93514

TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

P.O. BOX 936

BENTON, CALIFORNIA, 93512

October 5, 2012

RECEIVED

OCT 11 2012

OFFICE OF THE CLERK

Attention: Lynda Roberts

The following District Directors whose terms are coming due November 30, 2012 want to remain on the Board for another term(4 years).

Cindy Kitts, Wayne Hutton and Dave Doonan.

Thank You for your help on this new issue.



Marion Dunn

Director/Secy.



RESOLUTION NO. R12-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MAKING APPOINTMENTS TO BOARDS OF SPECIAL DISTRICTS PURSUANT TO
CALIFORNIA ELECTIONS CODE SECTION 10515(a) and (b)**

WHEREAS, pursuant to California Elections Code §10515(a), the supervising authority (meaning the Board of Supervisors) shall make appointments to special districts if by 5:00 p.m. on the 83rd day prior to the general election (1) only one person has filed a declaration of candidacy for office, (2) no one has filed a declaration of candidacy for office, (3) the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled, or (4) the number of candidates for director at large from a division does not exceed the number required to be elected director at large; and a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, requesting that the general district election be held has not been presented to the officer conducting the election, and;

WHEREAS, pursuant to California Elections Code §10515(a), the officer conducting the election shall present these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons who have filed declarations of candidacy, and;

WHEREAS, pursuant to California Elections Code §10515(b), if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office, and;

WHEREAS, pursuant to California Elections Code §10507, except as otherwise provided in this part, the term of office of each elective officer, elected or appointed pursuant to this part, is four years or until his or her successor qualifies and takes office.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1) Pursuant to subdivision (a) of Elections Code section 10515, the Board makes the appointments to office set forth on Exhibit A, attached hereto and incorporated herein by this reference. (Note: The persons listed on said Exhibit A filed candidacy paperwork by the filing deadline for the offices indicated, and the number of persons who so filed did not exceed the number of offices to be filled.)

2) Pursuant to subdivision (b) of Elections Code section 10515, the Board makes the appointments to office set forth on Exhibit B, attached hereto and incorporated herein by this reference. (Note: The persons listed on Exhibit B were proposed for appointment pursuant to the process outlined in Board Resolution R12-64.)

APPROVED AND ADOPTED this 20th day of November, 2012, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

VIKKI BAUER, CHAIR
BOARD OF SUPERVISORS
COUNTY OF MONO

ATTEST:

APPROVED AS TO FORM:

LYNDA ROBERTS
CLERK OF THE BOARD

MARSHALL RUDOLPH
COUNTY COUNSEL

Exhibit A
Candidacy Paperwork Filed by the Deadline
APPOINTMENTS IN LIEU OF ELECTION
NOVEMBER 6, 2012, PRESIDENTIAL GENERAL ELECTION
Pursuant to California Elections Code §10515(a)

ANTELOPE VALLEY FIRE PROTECTION DISTRICT

- * Don Morris

BIRCHIM COMMUNITY SERVICES DISTRICT

- * Steve Touns
- * Linda Monreal

BRIDGEPORT FIRE PROTECTION DISTRICT

- * Albert Pegorare
- * James Reid

CHALFANT VALLEY FIRE DEPARTMENT (a Community Services District)

- * Naomi Garcia

HILTON CREEK COMMUNITY SERVICES DISTRICT

- * Steve Shipley

JUNE LAKE PUBLIC UTILITY DISTRICT

- * Cheri Bromberger
- * Patty Heinrich

LEE VINING PUBLIC UTILITY DISTRICT

- * Martin Strelneck

LONG VALLEY FIRE PROTECTION DISTRICT

- * Hank Brown
- * Christina DeGeorge
- * Ron Day

MAMMOTH COMMUNITY WATER DISTRICT

- * Earl Henderson
- * Thomas R. Smith
- * Thomas G. Cage

MAMMOTH LAKES COMMUNITY SERVICES DISTRICT

- * Gerard Oliveira
- * Joel Brown

MAMMOTH LAKES FIRE PROTECTION DISTRICT

- * Rick Terrell
- * Jeff Boucher
- * Tony Colasardo

PARADISE FIRE PROTECTION DISTRICT

- * Mike House
- * Ann Klinefelter

SOUTHERN MONO HEALTHCARE DISTRICT

- * Helen Shepherd
- * Stephan A. Swisher
- * Maria M. King

WHEELER CREST COMMUNITY SERVICES DISTRICT

- * Jim Hess
- * Brent Miller
- * Dan Connors

WHEELER CREST FIRE PROTECTION DISTRICT

- * Tim McMullen
- * Alan Carson
- * Bill Goodman

Exhibit B
Names Submitted Pursuant to Resolution R12-64
APPOINTMENTS IN LIEU OF ELECTION
NOVEMBER 6, 2012, PRESIDENTIAL GENERAL ELECTION
Pursuant to California Elections Code §10515(b)

ANTELOPE VALLEY FIRE PROTECTION DISTRICT

- * Kathy Mandichak
- * Dave Robbins

ANTELOPE VALLEY WATER DISTRICT

- * David Park
- * Harold Curti, Jr.
- * Thomas Summers

BRIDGEPORT PUBLIC UTILITY DISTRICT

- * Denise Freels

CHALFANT VALLEY FIRE DEPARTMENT

- * Amy Campbell

HILTON CREEK COMMUNITY SERVICES DISTRICT

- * Windsor Czeschin

JUNE LAKE FIRE PROTECITON DISTRICT

- * David Naaden
- * Larry Miller
- * Keith Potter

JUNE LAKE PUBLIC UTILITY DISTRICT

- * BZ Miller

LEE VINING FIRE PROTECITON DISTRICT

- * Shelley Channel

LEE VINING PUBLIC UTILITY DISTRICT

- * David Dore
- * William Banta

PARADISE FIRE PROTECITON DISTRICT

- * Pat Pontak

TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

- * Cindy Kitts
- * Wayne Hutton
- * Dave Doonan



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Sheriff Scholl Retirement Press Release		

AGENDA DESCRIPTION:

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

Copy of Sheriff Scholl's press release announcing his upcoming retirement. Informational only.

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

[Scholl Press](#)

History

Time	Who	Approval
11/14/2012 8:18 AM	Clerk of the Board	Yes



P.O. Box 616 / 100 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 / FAX (760) 932-7435

Richard C. Scholl
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Ralph Obenberger
Undersheriff

To: California State Sheriff's Association
From: Jennifer Hansen, Public Information Officer
Date: November 8, 2012
RE: Sheriff Richard C. Scholl announces retirement

This decision does not come lightly, as those closest to me would agree; before I make an important decision, I want to have all of the facts. After deep consideration and weighing all the options, I have made the decision to retire.

I believe there is a time in everyone's life that work is not the primary focus, and family, along with personal health, must take the forefront. In the past, I have sacrificed my family, along with personal relationships, for "the job." I feel, at this stage in my life, it is time to move on and focus on the quality of life that retirement will allow my wife and I to enjoy.

I have been honored to be the 21st person to serve as Sheriff-Coroner of Mono County. To have the trust of the employees and the citizens over these past six years has truly been a privilege. I know our accomplishments have outweighed the defeats and I believe the Sheriff's Office is poised to continue moving forward in a positive manner under the direction of Undersheriff Ralph Obenberger.

When I was sworn in as the Sheriff-Coroner on January 8, 2007, thirty two years after I was first sworn in as a Mono County Deputy on January 8, 1975, it was my goal to lead the department in a positive way with the attitude that we are accountable and responsive to the citizens and visitors to Mono County. It was a mandate that we build collaborative relationships with all departments throughout the County and Town. I believe we have been successful in that regard.

The decisions and changes made over the past six years may not have always been viewed by all in the same light; however, those decisions have always been made in the best interest of the department as well as for the citizens and visitors of Mono County.

It has been an absolute privilege to represent and work with each member of the Mono County Sheriff's Office. They are truly dedicated professionals and I believe they have represented the Sheriff's Office in the best light.

There have been numerous accomplishments over the past six years, and I am thankful to be a part of those changes, never losing sight of enhancing the quality of life for our employees, along with the citizens and visitors to Mono County.

My wife of 37 years, Annette, and I plan on travelling the country wherever the weather is nice and look forward to exploring the back roads and many golf courses throughout the United States in our 5th wheel trailer.

I have set my retirement date for Thursday, December 20, 2012.

Sincerely,

Rick Scholl
Mono County Sheriff-Coroner

The law requires that arrest information be made available to the public. This publication may contain suspect information about individuals booked by the Mono County Sheriff's Department recently. Names of juveniles (under 18-years-old) are not public. Suspect information and ongoing investigation details are also withheld. Since most cases have yet to be adjudicated, all charges should be considered allegations. For questions/concerns regarding any information contained in this publication, contact Undersheriff Ralph Obenberger at (760) 932-7549.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	Administration, County Counsel		
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Brian Muir
SUBJECT	New Level of Retirement Benefits – 3.0% @ 55 Full Formula Second Tier for Sheriff Safety Members		

AGENDA DESCRIPTION:

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

Consider report on the fiscal impact of the change in retirement benefits in accordance with Government Code Section 7507. Consider resolution of intention to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and Board of Supervisors Mono County.

RECOMMENDED ACTION:

1. Receive report on the fiscal impact of the change in retirement benefits in accordance with Government Code Section 7507. 2. Adopt resolution of intention to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and Board of Supervisors Mono County. 3. Authorize Chair to sign certification of compliance with Government Code Section 20475. 4. Introduce, read title, and waive further reading of proposed ordinance authorizing an amendment to contract between the Board of Supervisors Mono County and Board of Administration California Public Employees Retirement System. Provide any desired direction to staff.

FISCAL IMPACT:

No immediate employer rate contribution rate impact. Ultimately, employer normal cost will decrease in the ratio of the second tier annual payroll to the total annual plan payroll up to a maximum decrease of approximately 2.7%. Due to the PERS actuarial schedule, changes to the employer normal cost will lag payroll changes by two and a half years.

CONTACT NAME: Brian Muir

PHONE/EMAIL: (760) 932-5494 / bmuir@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

- [📄 Staff Report](#)
- [📄 Resolution of Intention to Amend](#)
- [📄 Ordinance Amending PERS contract](#)
- [📄 Exhibit PERS Contract Amendment](#)
- [📄 Cert Compliance GC 20475](#)
- [📄 GC 20475](#)

History

Time	Who	Approval
11/14/2012 11:52 AM	County Administrative Office	Yes
11/14/2012 3:46 PM	County Counsel	Yes
11/14/2012 11:52 AM	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

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: November 20, 2012

To: Honorable Board of Supervisors

From: Brian Muir, Director of Finance

Subject: New Level of Retirement Benefits – 3.0% @ 55 Full Formula Second Tier for Sheriff Safety Members

Recommended Action:

1. Receive report on the fiscal impact of the change in retirement benefits in accordance with Government Code Section 7507.
2. Adopt resolution of intention to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and Board of Supervisors Mono County.
3. Authorize Chair to sign certification of compliance with Government Code Section 20475.
4. Introduce, read title, and waive further reading of proposed ordinance authorizing an amendment to contract between the Board of Supervisors Mono County and Board of Administration California Public Employees Retirement System. Provide any desired direction to staff.

Fiscal Impact:

No immediate employer rate contribution rate impact. Ultimately, employer normal cost will decrease in the ratio of the second tier annual payroll to the total annual plan payroll up to a maximum decrease of approximately 2.7%. Due to the PERS actuarial schedule, changes to the employer normal cost will lag payroll changes by two and a half years.

Discussion:

The recommended actions will implement a second tier of retirement benefits in the County's sheriff safety unit.

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
COUNTY OF MONO**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits).
Section 21363.1 (3% @ 55 Full formula) and Section
20037 (Three-Year Final Compensation) are applicable to
local sheriff members entering membership for the first time
in the sheriff classification after the effective date of this
amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



1
2
3
4
5 **ORDINANCE NO. _____**
6 **BOARD OF SUPERVISORS, COUNTY OF MONO**

7 **TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF**
8 **ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT**
9 **SYSTEM AND THE BOARD OF SUPERVISORS, COUNTY OF MONO**

10 The Board of Supervisors of the County of Mono does ordain as follows:

11 Section 1.

12 That an amendment to the contract between the Board of Supervisors of the County of Mono
13 and the Board of Administration, California Public Employees' Retirement System is hereby
14 authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such
15 reference made a part hereof as though herein set out in full.

16 Section 2.

17 The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to
18 execute said amendment for and on behalf of said Agency.

19 Section 3.

20 If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason
21 held to be unconstitutional, such decision shall not affect the validity of the remaining portions of
22 this Ordinance. The Board of Supervisors hereby declares that it would have passed this
23 Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact
24 that any one or more sections, subsections, sentences, clauses or phrases be declared
25 unconstitutional.

26 Section 4.

27 This Ordinance shall be in full force and effect at 12:01 a.m. on the fifteen (15th) day after
28 its passage, and shall be published once in a newspaper of general circulation, published and

1 printed in the County of Mono, State of California, together with the names of the members of the
2 Board of Supervisors voting for and against same.

3
4 **Approved and Adopted** this 11th day of December, 2012, by the following vote of said
5 board:

- 6 **AYES:**
- 7 **NOES:**
- 8 **ABSENT:**
- 9 **ABSTAIN:**

10
11 **VICKI MAGEE BAUER, CHAIRMAN**
12 **BOARD OF SUPERVISORS**
COUNTY OF MONO

13 ATTEST: APPROVED AS TO FORM
14 LYNDA ROBERTS

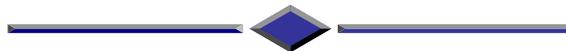
15
16 **BY: SHANNON KENDALL, DEPUTY**
17 **MARSHALL S. RUDOLPH**
18 **COUNTY COUNSEL**

19
20
21
22
23
24
25
26
27
28



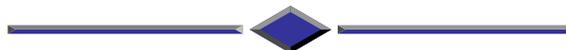
EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Mono



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, August 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007 and June 1, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective June 1, 2012, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to the effective date of this amendment to contract and age 55 for local sheriff members entering membership for the first time in the sheriff classification after the effective date of this amendment to contract.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

- (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Sheriffs (included as local safety members);
 - c. County Peace Officers (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 202 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

- c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
- d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.
- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriffs and county peace officers only.
- f. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members, county peace officers and for those local sheriff members entering membership on or prior to the effective date of this amendment to contract.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to local fire members entering membership for the first time in the fire classification after January 1, 2007.

Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local sheriff members entering membership for the first time in the sheriff classification after the effective date of this amendment to contract.

- n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- 14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 16. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF MONO

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 20475**

I hereby certify that the Board of Supervisors of the County of Mono has fully discharged all of the obligation imposed by Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, Government Code.

By _____

Title

Witness

Date

20474. Whenever by any provision of law an election is given to contracting agencies to subject themselves and their employees to provisions of this part otherwise not applicable to contracting agencies and their employees, and no other means of making the election is expressly provided, any contracting agency may make the election by amendment to its contract with the board approved in the manner provided for the approval of the contracts including an election among the employees affected unless the amendment only adds benefits without affecting members' contributions, in which case the election among the employees is not required. An amendment to a joint contract that has been approved by the governing body of the county shall be deemed approved by the presiding officer of the trial court located within the county. The amendment shall specify the date upon which the agency and its employees shall become subject to the provisions. That date shall not be earlier than the first day following the approval of the contract pursuant to Section 20471, except that if the rate of the employer's contributions changes, the effective date shall not be earlier than the first day of the pay period following the approval. Any election made by amendment to the contract shall be irrevocable until the contract is terminated. However, benefits provided by the amendment may be increased or improved from time to time by further amendment to the contract. From and after the date specified in the amendment to the contract the provisions, as they are in effect at the time of election and as they may be amended in the future, shall apply to the contracting agency and to its employees, and the rights, privileges, duties, liabilities, and responsibilities of the contracting agency and of each of its employees included in this system shall be governed thereby.

20475. Notwithstanding Section 20474, a contracting agency may amend its contract or previous amendments to its contract, without election among its employees, to reduce benefits, to terminate provisions that are available only by election of the agency to become subject thereto, to provide different benefits or provisions or to provide a combination of those changes with respect to service performed after the effective date of the contract amendment made pursuant to this section, if the contracting agency has fully discharged all of the obligations imposed by Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 with respect to the contract amendments, and if the amendment provides that:

(a) The contract amendments apply uniformly with respect to all members within each of the following classifications: local miscellaneous members, local police officers, local firefighters, county peace officers, local sheriffs, local safety members, school safety members, or all local safety members other than local police officers, local firefighters, county peace officers, local sheriffs, local safety members, or school safety members.

(b) A member shall be subject to the contract as amended only if, after the effective date of the contract amendment, the member either (1) receives service credit for the first time within a classification, or (2) the member returns to service within a classification following termination of membership as provided for in subdivision (b) of Section 20340 unless the member has redeposited or elects prior to 90 days after returning to service to redeposit contributions pursuant to Section 20750, in which case the member shall not be subject to the contract amendment.

Amendments to the contract and amendments of previous amendments to the contract may be effected pursuant to this section only once during any three-year period with respect to each of the classifications.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Vianey White
SUBJECT	Contract Award for the School Street Plaza Project		

AGENDA DESCRIPTION:

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

Contract Award for the School Street Plaza Project which consists of constructing a pedestrian plaza with landscaping and benches along the east side of School Street from US 395 to Bryant Street adjacent to the historic county courthouse in the community of Bridgeport.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) deem V & C Construction's bid to be non-responsive based on its material deviation of a solicitation requirement; 2) identify WWW Construction, Inc. as responsible bidder submitting the lowest responsive bid; 3) award contract to WWW Construction, Inc. for the School Street Plaza Project in an amount not to exceed \$218,048; 4) 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, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$2,180.48 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$225,000, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

\$225,000 of Transportation Enhancement Activities (TEA) funds for the construction phase.

CONTACT NAME: Vianey White

PHONE/EMAIL: 760.932.5446 / vwhite@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

 [Staff Report](#)

 [Bid Tabulation](#)

History

Time	Who	Approval
11/6/2012 7:55 PM	County Administrative Office	Yes
11/13/2012 5:18 PM	County Counsel	Yes
11/7/2012 4:14 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: November 20, 2012
To: Honorable Chair and Members of the Board of Supervisors
From: Vianey White, Project Manager
Re: Contract Award for the School Street Plaza Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) deem V & C Construction's bid to be non-responsive based on its material deviation from a solicitation requirement; 2) identify WWW Construction, Inc. as responsible bidder submitting the lowest responsive bid; 3) award contract to WWW Construction, Inc. for the School Street Plaza Project in an amount not to exceed \$218,048; 4) 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, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$2,180.48 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$225,000, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded with federal and state grants. On September 11, 2012 the Federal Highways Administration (FHWA) and Caltrans approved the use of \$225,000 of Transportation Enhancement Activities (TEA) funds for the construction phase of this project. Contractor payments will not impact the General Fund.

Background:

This project was first programmed for use of Transportation Enhancement Activities (TEA) funds by the Mono Local Transportation Commission in the 2006 Regional Transportation Improvement Plan (RTIP). It consists of constructing a pedestrian plaza with landscaping and benches along the east side of School Street from US 395 to Bryant Street adjacent to the historic county courthouse in the community of Bridgeport. The project plans and manual were approved at the Board meeting of October 9, 2012, a mandatory pre-bid meeting was held in Bridgeport on Thursday October 25, and four bids were received on November 8th. See the Bid Tabulation attached as Exhibit 1.

Though the lowest bidder was V & C Construction, V & C Construction's bid materially deviated from the legal requirements of the solicitation. Instead of including documentation that it made good faith efforts to meet the Disadvantaged Business Enterprise (DBE) goal, V & C Construction's bid included documentation that it accidentally contacted Disabled Veteran Business Enterprises (DVBE) instead. DBE's are businesses certified as such by the federal government, whereas DVBE's are certified by the State of California and the two types of business enterprises are not fungible. As a result of this material deviation and per the language of the solicitation, staff recommends that the Board of Supervisors deem V & C Construction's bid to be non-responsive. Staff further recommends that the

Board of Supervisors award the contract to WWW Construction, Inc., which submitted a responsive bid and is the next lowest responsible bidder.

County staff will perform inspection duties for this project and quality assurance testing will be performed by a consultant. Immediately following the contract award, this project will enter into a winter construction suspension, with a notice to proceed planned for spring 2013.

Please contact me at 760.932.5446 or by email at vwhite@mono.ca.gov with any questions regarding this matter.

Respectfully submitted,



Vianey White
Project Manager

Attachment: Exhibit 1 – Bid Tabulation

Bid Tabulation
School Street Plaza Project
 Thursday, November 08, 2012

Item No.	Description	Qty	Unit	MJS Construction		MKD Construction		V & C Construction		WWW Construction	
BASE BID:											
1	Mobilization	1	LS	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$4,500.00	\$4,500.00
2	Maintaining Traffic/Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
3	Removal of Existing Improvements	1	LS	\$70,085.00	\$70,085.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00
4	Overexcavation of Unsuitable Material (Contingent Item)	40	CY	\$130.00	\$5,200.00	\$100.00	\$4,000.00	\$50.00	\$2,000.00	\$100.00	\$4,000.00
5	PCC Curb and Gutter	147	LF	\$65.00	\$9,555.00	\$68.00	\$9,996.00	\$48.00	\$7,056.00	\$35.00	\$5,145.00
6	PCC Curb	180	LF	\$38.00	\$6,840.00	\$48.00	\$8,640.00	\$35.00	\$6,300.00	\$25.00	\$4,500.00
7	PCC Sidewalk	2,236	SF	\$10.50	\$23,478.00	\$15.00	\$33,540.00	\$8.00	\$17,888.00	\$8.00	\$17,888.00
8	PCC Pedestrian Ramps	592	SF	\$18.00	\$10,656.00	\$23.00	\$13,616.00	\$22.00	\$13,024.00	\$15.00	\$8,880.00
9	HMA Pavement	795	SF	\$14.00	\$11,130.00	\$8.00	\$6,360.00	\$11.00	\$8,745.00	\$15.00	\$11,925.00
10	Protect Valve and Replace G5 Christy Box	3	EA	\$600.00	\$1,800.00	\$188.00	\$564.00	\$250.00	\$750.00	\$250.00	\$750.00
11	12-inch Solid Yellow Line (Paint)	10	LF	\$75.00	\$750.00	\$19.20	\$192.00	\$25.00	\$250.00	\$20.00	\$200.00
12	Unit Pavers	156	SF	\$25.00	\$3,900.00	\$52.00	\$8,112.00	\$24.00	\$3,744.00	\$20.00	\$3,120.00
13	6-inch Concrete Mow Edge	76	LF	\$25.00	\$1,900.00	\$20.00	\$1,520.00	\$24.00	\$1,824.00	\$30.00	\$2,280.00
14	Sod Lawn Replacement	1,240	SF	\$1.40	\$1,736.00	\$4.00	\$4,960.00	\$1.50	\$1,860.00	\$5.25	\$6,510.00
15	Landscape Mulch	4	CY	\$125.00	\$500.00	\$120.00	\$480.00	\$125.00	\$500.00	\$625.00	\$2,500.00
16	Irrigation Sprinkler Retrofit	1	LS	\$14,570.00	\$14,570.00	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$15,200.00	\$15,200.00
17	Electrical Conduit and Pull Boxes	1	LS	\$14,900.00	\$14,900.00	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
ALTERNATE 1: LANDSCAPING											
A1-1	Evergreen Trees	3	EA	\$1,000.00	\$3,000.00	\$720.00	\$2,160.00	\$1,100.00	\$3,300.00	\$1,550.00	\$4,650.00
A1-2	Deciduous Trees	5	EA	\$800.00	\$4,000.00	\$360.00	\$1,800.00	\$700.00	\$3,500.00	\$750.00	\$3,750.00
A1-3	5 Gallon Shrubs	20	EA	\$40.00	\$800.00	\$90.00	\$1,800.00	\$100.00	\$2,000.00	\$90.00	\$1,800.00
A1-4	1 Gallon Shrubs	33	EA	\$30.00	\$990.00	\$30.00	\$990.00	\$25.00	\$825.00	\$50.00	\$1,650.00
A1-5	Benches	3	EA	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$1,800.00	\$5,400.00
A1-6	Trash Receptacles	1	EA	\$2,600.00	\$2,600.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
A1-7	Wrought Iron Fence	78	LF	\$175.00	\$13,650.00	\$75.00	\$5,850.00	\$115.00	\$8,970.00	\$50.00	\$3,900.00
ALTERNATE 2: ELECTRICAL INSTALLATION											
A2-1	Electrical	1	LS	\$10,060.00	\$10,060.00	\$12,000.00	\$12,000.00	\$23,000.00	\$23,000.00	\$7,500.00	\$7,500.00
A2-2	Lamps	4	EA	\$9,000.00	\$36,000.00	\$8,000.00	\$32,000.00	\$3,000.00	\$12,000.00	\$11,000.00	\$44,000.00
ALTERNATE 3: VETERAN'S MEMORIAL AREA											
A3-1	6-inch Concrete Mow Edge	62	LF	\$25.00	\$1,550.00	\$20.00	\$1,240.00	\$24.00	\$1,488.00	\$30.00	\$1,860.00
A3-2	Unit Pavers	182	SF	\$25.00	\$4,550.00	\$43.00	\$7,826.00	\$24.00	\$4,368.00	\$20.00	\$3,640.00
A3-3	Benches	1	EA	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00
A3-4	Trash Receptacles	1	EA	\$2,600.00	\$2,600.00	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
BIDDER'S GRAND TOTAL:				\$288,800.00		\$263,446.00		\$181,492.00		\$218,048.00	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Jim Arkens
SUBJECT	Appointment of a New Transitional Director (and future Director) in Social Services		

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Kathryn Peterson and prescribing the compensation, appointment and conditions of said employment. Unders said Agreement, Ms. Peterson will serve as Transitional Social Services Director until the current Social Services Director leaves County employment, on or before April 13, 2013, at which point Ms. Peterson will become the Social Services Director.

RECOMMENDED ACTION:

Approve Resolution #R_____, approving a contract with Kathy Peterson and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Estimated cost for the remainder of FY 12-13 is \$5,254 of which \$4,238 is salary; \$788 is the employer portion of PERS, and \$228 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$163,743, of which \$104,280 is salary; \$19,789 is the employer portion of PERS, and \$39,674 is the cost of the benefits.

CONTACT NAME: Jim Arkens

PHONE/EMAIL: 760-932-5414 / jarkens@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

-  [Peterson staff report](#)
-  [Peterson contract resolution](#)
-  [Peterson contract](#)

History

Time	Who	Approval
11/13/2012 7:05 PM	County Administrative Office	Yes
11/15/2012 10:14 AM	County Counsel	Yes
11/15/2012 10:53 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Email: jarkens@mono.ca.gov

Jim Arkens
County Administrative Officer

November 13, 2012

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Jim Arkens, County Administrative Officer/Director of Human Resources

Subject: Approval of employment contract for Kathryn Peterson

Recommended Action:

Adopt resolution # 12-__ approving a contract with Kathryn Peterson

Discussion:

The approval of this contract allows Ms. Peterson to serve Mono County as a Transitional Social Services Director working 20 hours per week effective December 3, 2012 and full time starting in January until the current Director of Social Services leaves County employment, at which time she will fill the vacated position.

Fiscal Impact:

Estimated cost for the remainder of FY 12-13 is \$5,254 of which \$4,238 is salary; \$788 is the employer portion of PERS, and \$228 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$163,743, of which \$104,280 is salary; \$19,789 is the employer portion of PERS, and \$39,674 is the cost of the benefits.

If there are any questions regarding this item, please contact Jim Arkens at 760-932-5414.

Thank you,

Submitted by: _____ Date: _____
Jim Arkens, County Administrative Officer/Director of Human Resources

AGREEMENT RE EMPLOYMENT OF KATHRYN PETERSON

This Agreement is entered into this 20th day of November, 2012, by and between Kathryn Peterson and the County of Mono.

I. RECITALS

- A. The County's current Director of Social Services (Julie Tiede) will be resigning and voluntarily terminating her County employment on or before April 12, 2013, the last date of her current employment agreement. The County wishes to appoint and employ Ms. Peterson as Ms. Tiede's successor, effective the day after Ms. Tiede's final date of County employment; and before that date, the County wishes to employ Ms. Peterson as a Transitional Social Services Director, on the terms and conditions set forth in this Agreement. Ms. Peterson wishes to accept such employment with the County.

II. AGREEMENT

1. The term of this Agreement shall be November 20, 2012, until November 20, 2014, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Peterson in writing no later than May 20, 2014, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Peterson shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Peterson that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Peterson as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing December 3, 2012, Ms. Peterson shall be employed by Mono County as a Transitional Social Services Director, serving at the will and pleasure of the Social Services Director or, in the absence of a Social Services Director, serving at the will and pleasure of the County Administrator or his designee, in accordance with the terms and conditions of this Agreement. Ms. Peterson accepts such employment. The County Social Services Director (or County Administrator, if applicable) shall be deemed the "appointing authority" for all purposes with respect to Ms. Peterson's employment.

3. Initially, Ms. Peterson's employment as Transitional Social Services Director shall be part-time, 20 hours per week, at a salary of \$4,144, per month. On or before February 1, 2013, at a specific date to be mutually determined by Ms. Peterson and the Social Services Director (or County Administrator, if applicable), Ms. Peterson's employment as Transitional Social Services Director shall become full-time at a salary of \$6,866 per month (which may be prorated for any partial month that Ms. Peterson works full-time). Finally, on or before April 13, 2013, when the position of Social Services Director becomes vacant, Ms. Peterson shall and is hereby appointed to become the Director of Social Services (full-time employment), at a salary of \$9,158 per month, serving at the will and pleasure of the County Administrator and/or the Board of Supervisors. To the fullest extent permitted by state law, the County Administrator shall be deemed the "appointing authority" with respect to Ms. Peterson's employment. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Ms. Peterson's salary in its discretion; provided, however, that the Board shall not decrease her salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Ms. Peterson's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but Ms. Peterson's salary and compensation shall not be formally governed by such policies and thus, among other things, she shall not be eligible at any time to receive "performance pay" under those policies. Ms. Peterson understands that she is 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.
4. Ms. Peterson shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy; provided, however, that Ms. Peterson shall not be entitled to receive any contributions to the County's Cafeteria Plan during her initial period of part-time employment. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of full-time service under this Agreement (prorated as necessary for any months of part-time service under this Agreement). Ms. Peterson understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Due to Ms. Peterson's start date of December 3, 2012, and initial part-time status, her merit leave shall be pro-rated to 3 hours for 2012.)

5. To the extent deemed appropriate by the Social Services Director (or County Administrator, if applicable), the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Peterson's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Peterson shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.5% at 55), CalPERS medical insurance (except during Ms. Peterson's period of part-time employment, as discussed above), County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Ms. Peterson 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. Peterson 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. Furthermore, after becoming a full-time employee, should Ms. Peterson's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).
8. Consistent with the "at will" nature of Ms. Peterson's employment, the County Social Services Director (or County Administrator, if applicable, and/or Board of Supervisors) may terminate Ms. Peterson'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. Peterson 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 (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will 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 County Social Services Director (and/or County Administrator, if applicable) may, in his/her discretion, take during Ms. Peterson's employment.

9. In the event that such a termination without cause occurs after December 3, 2013, (i.e., after the first twelve months of at-will employment), Ms. Peterson shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Peterson shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Peterson shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Peterson that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).
10. Notwithstanding the foregoing, Ms. Peterson shall not be entitled to any severance pay in the event that the County Social Services Director (and/or County Administrator, if applicable) has grounds to discipline her on or about the time he/she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Peterson shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Peterson 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. Peterson shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.

12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Peterson.

13. 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. Peterson'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. Peterson's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Ms. Peterson acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Peterson 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 November 20, 2012.

KATHRYN PETERSON

THE COUNTY OF MONO

By: Vikki Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Sheriff Coroner
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Sheriff Richard C. Scholl
SUBJECT	Hiring and/or Backfilling of a Patrol Deputy Position		

AGENDA DESCRIPTION:

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

To maintain and deliver quality patrol services to the residents and visitors of Mono County, it is imperative that our patrol staff remain at our current level of 13 patrol deputies. The department currently has several deputies not patrolling the streets for various reasons including one on medical leave, one on administrative leave pending a termination appeal, and on attending the Sheriff's academy in Riverside. The department has also received a resignation letter from one deputy that has accepted a position with the Bishop Police Department. This places the department 4 positions below what current staffing levels should be and places the community and deputies at risk by not being able to provide adequate levels of service.

RECOMMENDED ACTION:

Approve allocating an additional deputy sheriff position (to augment current patrol force), and authorize hiring to fill that new position.

FISCAL IMPACT:

For Brady Peek, current Deputy II at Range 54E, his base annual salary is \$73,752; holiday pay is \$7,375; uniform allowance is \$1,000. All of this equates to a total gross salary of \$82,127.

For a new hire, Deputy II at Range 54A, the base annual salary will be \$60,672; holiday pay will be \$6,067; uniform allowance will be \$1,000. For a new hire at this range, the cost equates to a total gross salary of \$67,739.

For a new hire, Deputy II at Range 54C, the estimated cost is \$64,827 of which \$37,288 is salary, \$11,378 is the County PERS contribution and \$16,160 is the cost of benefits. The cost is included in the approved budget. Full year cost is \$136,011 of which \$74,577 is salary, \$25,306 is the County PERS contribution and \$36,129 is the cost of benefits.

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: Jennifer Hansen

PHONE/EMAIL: (760) 932-5279 / jhansen@monosheriff.org

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

 [Patrol Deputy Staff Report](#)

History

Time	Who	Approval
10/31/2012 11:32 AM	County Administrative Office	Yes
11/13/2012 5:58 PM	County Counsel	Yes
11/8/2012 1:34 PM	Finance	Yes



P.O. Box 616 / 100 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 / FAX (760) 932-7435

Richard C. Scholl
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Ralph Obenberger
Undersheriff

Date: November 20, 2012

TO: Honorable Board of Supervisors

FR: Richard C. Scholl, Sheriff/Coroner

RE: Hiring and/or backfilling of a Patrol Deputy position

RECOMMENDATION:

Recommend the Board of Supervisors authorize the Sheriff to hire a patrol deputy to augment our current patrol force.

DISCUSSION:

To maintain and deliver quality patrol services to the residents and visitors of Mono County, it is imperative that our patrol staff remain at our current level of 13 patrol deputies. Our current staffing levels, which are assigned to the patrol function, are (13) patrol deputies and (4) patrol sergeants. These employees routinely patrol approximately 3,100 square miles of county area.

With our current patrol staff of 13 patrol deputies, it has been proven since being authorized for those 13 positions that we have only been at full staffing with on-duty personnel for a period of 6 months or less. Of the 13 patrol positions, we currently have one deputy that has been out on worker's compensation leave for over a year with no anticipated return date or retirement date. We have another deputy that is currently appealing his termination as of November 2011. As the appeals process continues, this deputy is not working and has been off the street for over a year; however, he is still on our payroll until the appeals process concludes. We have another deputy currently attending the Sheriff's Academy and will not be a viable field deputy until June 2013. This places the department 3 positions below what current staffing levels should be and places the community and deputies at risk by not being able to provide adequate levels of service.

One of our south county field deputies, Brady Peek, has just turned in a letter of resignation as he is taking a position with the Bishop Police Department for higher future

pay and benefits. This vacancy will leave the Sheriff's Office down 4 active patrol positions.

We are in the process of a background investigation of a lateral entry officer who resides in the Mammoth Lakes area and is committed to a career in law enforcement in Mono County. The background investigation was just completed and he is scheduled for a psychological test on the 13th of November. The hiring of this individual will only backfill the vacancy left by Deputy Peek. This will still leave the department down by 3 field deputy positions. It is imperative that the Sheriff be authorized to hire the lateral entry officer by the 1st of December 2012 and an additional position as soon as possible.

If authorized to backfill any vacancies, the training process will take a minimum of one to two months which puts us into at least January or February before this person can fulfill the role of a full field duty deputy.

FISCAL IMPACT:

The authorization to hire an additional deputy is outlined below.

<u>EMPLOYEE</u>	<u>TITLE</u>	<u>RANGE/STEP</u>	<u>BASE SALARY-ANNUAL</u>	<u>EDUCATION PAY</u>	<u>MISC PAY</u>	<u>HOLIDAY PAY</u>	<u>UNIFORM</u>	<u>TOTAL ANNUAL GROSS PAY</u>
B. PEEK	DEPUTY II	54E	\$ 73,752	\$ -	\$ -	\$ 7,375	\$ 1,000	\$82,127
NEW HIRE	DEPUTY II	54A	\$ 60,672			\$ 6,067	\$ 1,000	\$67,739
NEW HIRE	DEPUTY II	54C	\$ 66,888			\$ 6,689	\$ 1,000	\$74,577

Respectfully Submitted,
Richard C. Scholl, Sheriff/Coroner



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes	PERSONS APPEARING BEFORE THE BOARD	The Sheet Newspaper
SUBJECT	Placing of County Notices in Local Papers		

AGENDA DESCRIPTION:

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

The Sheet newspaper has requested this item to update the Board on delivery of newspapers countywide, as requested by the Board of Supervisors. This item is being sponsored by Chairwoman Bauer.

RECOMMENDED ACTION:

Direct staff regarding the placing of county notices in the local papers.

FISCAL IMPACT:

None at this time.

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](#)

No Attachments Available

History

Time

Who

Approval

11/9/2012 10:34 AM	County Administrative Office	Yes
11/13/2012 6:02 PM	County Counsel	Yes
11/9/2012 10:42 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Tim Alpers, Louis Molina, Janadale Sylve
SUBJECT	AB 1616 Class A Permit Exemption		

AGENDA DESCRIPTION:

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

AB 1616 was signed into law in September 2012. It was designed to help Californians with economic recovery by allowing certain classes of food to be prepared and sold directly from domestic kitchens. This bill doesn't go into effect until January 2013 but it is being requested that the Board of Supervisors make exemptions to accomodate early business activity, if possible (and specifically, for Mono County resident Janadale Sylve'). This item is being sponsored by the Mono County Board of Supervisors at the request of supervisor-elect Tim Alpers . (Note: This request was added shortly before the agenda was finalized. County Counsel and other staff have not yet had an opportunity to analyze the request or applicable law, but will be prepared to address such issues at the Board meeting.)

RECOMMENDED ACTION:

Direct the Mono County Health Department to work applicant Janadale Sylve' to issue a Class A Cottage Foods Operation Permit.

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:

Click to download

 [AB 1616 Staff](#)

 [Sylvie' letter and info](#)

History

Time	Who	Approval
11/14/2012 11:21 AM	County Administrative Office	Yes
11/15/2012 10:43 AM	County Counsel	Yes
11/14/2012 11:53 AM	Finance	Yes

MEMORANDUM**To: MCBOS****From: Tim Alpers****Date: 11-14-12****Re: AB 1616 Class A Permit Exemption – 11/20/2012 agenda item****Speakers:**

Tim Alpers, Janadale Sylve', Louis Molina

Background:

AB 1616, a cottage food operations bill, was signed into law in September 2012. It was designed to help Californians with economic recovery. The measure allows for certain classes of food to be prepared and sold directly from domestic kitchens. There is much interest in this bill as Mono County residents look for ways to survive a slow economy. AB 1616 provides for two levels of cottage food operations. Class A for direct sales, and Class B for direct sales and indirect sales to third parties. Class A permits require very little County involvement and could potentially afford County residents sales opportunities during the upcoming Holiday season. Class A requires only registration and completion of a self-certifying checklist for immediate operations. Although the bill does not take effect until January 1, 2013, it is my understanding that the Board of Supervisors can make exemptions to accommodate early business activity.

Attachments:

Letter, product description, and background information from J. Sylve'

Time:

15 minutes

Recommendation:

Direct Health Department to work with applicant to issue a Class A Cottage Foods Operation Permit.

Janadale Sylve
P. O. Box 1696
Mammoth Lakes, CA 93546
Cell: 760-793-6740

November 13, 2012

Mono County Board of Supervisors
P. O. Box 715
Bridgeport, CA 93517

Attention: Chairperson Vikki Bauer

Re: Cottage Food Operation – Request to Begin Before January 1, 2013

Dear Honorable Supervisors:

I'm writing to request your permission to begin Class A Cottage Food Operation, provided in AB 1616, prior to January 1, 2013, based on telephone communication with Chris Babula that only the Board of Supervisors may grant such permission.

My request is based on (1) the expressly stated intention and purpose of AB 1616 to assist Californians with economic recovery via the cottage food law, and (2) the limitedness of the window of time for maximizing potential economic opportunity during Thanksgiving and Christmas holidays thru sales of baked goods approved by AB 1616.

The two levels of cottage food operation provided by AB 1616 (Class A direct sales, Class B direct and indirect sales) both require specific labeling of food items, compliance with sanitation, preparation, and food handling standards, and completion of a food processor course within three months of registration. Class B also requires an initial inspection and issuance of a permit by the local enforcing agency.

Class A, by comparison, requires, for immediate operation, only that the operator register with the local enforcing agency, and complete a self-certifying checklist, contained in AB 1616 itself. No permit or initial inspection is required for Class A, and the required food processor course may be completed within three months of registration.

Attached are a very short introduction to Janadale's Word-of-Mouth PBJ Cookies (peanut butter and strawberry jam), and the story behind Janadale's Hurricane Pecan Chocolate Chip (hurricane relief fundraiser cookies). Both are samples of advertising I would like to initiate to immediately begin marketing Janadale's PBJ and Janadale's PCC Cookies. What's at stake for me in the next six weeks is economic survival, in terms of combatting a January home foreclosure timeline. I don't know that the 'cottage food' sales of my cookies will be the answer, but I certainly would appreciate the opportunity to find out.

Thank you for your consideration.

Janadale

INTRO TO
Janadale's Word-of-Mouth PBJ Cookies

Made With TLC

Taste the LUV (radiant red heart), Spread the Word

Thanks for tasting Janadale's Word-of-Mouth PBJ Cookies.

What's different about these cookies is that, while most cookies are made of mostly flour, *these* cookies are *fully loaded* with protein-rich peanut butter, premium strawberry jam, and the most important ingredient of all—TLC. Each and every PBJ cookie is rolled and filled by hand. That's why the motto for these cookies is:

Made with TLC.
Taste the LUV, Spread the Word.

Janadale's Word-of-Mouth PBJ Cookies are great with café, milk, ice cream, or irresistible just by themselves. You can get more from www.janadalescookies.com. I hope you enjoy tasting them as much as I enjoy making them for you.

Thanks for tasting and telling!

~ Janadale

The Story Behind Janadale's Pecan Chocolate Chip Hurricane Cookies

I come from Grand Bayou fishing settlement in southeast Louisiana's Plaquemines Parish. I got an Easy Bake Oven from my parents for Christmas when I was eight. After baking all the little cakes that came in the mini-cake packets included with that Easy Bake Oven, I started making my own recipes. By my ninth summer, I was baking mini-chocolate cakes, mini-blackberry and peach pies, and miniature fig-filled pastries to sell as fundraisers for our church, Light Tabernacle. Blackberries grew wild where I lived, and my Dad had planted peach and fig trees on our land.

The spring after Hurricane Camille, when I was ten years old, a young schoolteacher named Dennis Potts came to the Bayou to help teach Grand Bayou students. Since the hurricane had destroyed the Grand Bayou School building, my Dad and Mom volunteered to hold school classes in our house until a new school could be re-built. Camille also destroyed my Easy Bake Oven, which we had to leave behind when we evacuated Grand Bayou.

Mr. Dennis promised to show me how to bake cookies in a 'real' oven—and he did. The first cookies I baked were chocolate chip—made of mostly flour, with not-as-many chocolate chips as I would've liked. I soon learned to make chocolate chip cookies with locally harvested Louisiana pecans—and many more chocolate chips!

I credit the Easy Bake Oven with enthralling me with the creative joy of baking, and Mr. Dennis for being the first to teach me to bake cookies, mais it's my family and friends who are the real inspiration behind my love for baking. My sister's kids, Jorel, Janalynn, Alex, and Allister, willingly sampled my many versions of the PBJ (peanut butter and strawberry jam) before it came into masterful perfection, while the PCC (pecan chocolate chip) have been loved for many years—now by the third generation in our family, Janalynn and Chad's girls, Ava and Ella. (Ella is still too young to eat them, but we have a feeling she'll love them just as we all do!)

The PCC are also special because I think of them as my 'hurricane cookies.' Being from Louisiana, I know what it's like to grow up in hurricane country. I was five when Hurricane Betsy struck Grand Bayou, nine when Camille wiped out Grand Bayou fishing settlement, and in 2005, lost a house in Louisiana to Hurricane Katrina. I've named my PCC cookies 'hurricane cookies' in support of hurricane disaster relief and recovery. From now until April 2013, ten percent of all proceeds from the sale of my PCC cookies will be donated to fund hurricane disaster relief and recovery from Hurricane Sandy.

Ten percent is a formula for tithing—the practice of giving back a portion of what has been received. Tithing ten percent of PCC profits to fund hurricane disaster relief and recovery is my way of saying, THANK YOU to you for purchasing my cookies, and HANG ON! to the survivors of Hurricane Sandy. By purchasing my PCC Hurricane Cookies, you support and encourage the courageous spirit of Hurricane Sandy Survivors, too. In every bite and crumb of my cookies, made with TLC as the major ingredient, may you taste the love, and, upon tasting, spread the word. Thank you for tasting and telling!



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Public Works - Road Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes	PERSONS APPEARING BEFORE THE BOARD	Jeff Walters
SUBJECT	Proposed Fuel Reduction Initiatives		

AGENDA DESCRIPTION:

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

Mono County's vehicles, machinery and equipment use over 200,000 gallons of fuel on average each year. Mono County has many fuel reduction initiatives already in place and continues to develop and implement others in an effort to reduce county fuel use.

RECOMMENDED ACTION:

Receive staff report regarding current and proposed fuel reduction initiatives. Provide any desired direction to staff.

FISCAL IMPACT:

Proposed initiatives may result in a reduction in county fuel consumption.

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:

Click to download

- [Proposed Fuel Reduction Initiatives - BOS Staff Reprt 11.13.12](#)
- [Exhibit 1 - Fuel Use 11.13.12](#)

History

Time	Who	Approval
11/13/2012 5:11 PM	Clerk of the Board	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: November 13, 2012
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Director of Road Operations/Fleet Services
Re: Proposed Fuel Reduction Initiatives

Recommended Action:

Receive staff report regarding current and proposed fuel reduction initiatives. Provide any desired direction to staff.

Fiscal Impact:

Current and proposed initiatives may result in a reduction in county fuel consumption.

Background:

Mono County's fleet of vehicles and equipment (this includes Motor Pool, Heavy Equipment and other gasoline and diesel powered machinery) have historically used, on average, over 200,000 gallons fuel each year. With the increasing fuel costs associated with powering these vehicles and equipment every effort should be made by county staff to reduce fuel consumption.

Mono County has many current fuel reduction initiatives already in place that provide a reduction in fuel use. These include:

1. Car pooling with county staff to/from various county meetings;
2. Purchasing more fuel efficient vehicles (when appropriate for the intended use) to replace older less efficient vehicles;
3. Use by county staff of video conferencing capabilities at Bridgeport and Mammoth;
4. Ongoing supervision by department heads to ensure their staff's vehicle travels are necessary and, if so, consolidated before granting vehicle travel;
5. Proper training of staff in energy efficient driving tactics.

There are a few factors that can impact Mono County's fuel consumption such as:

1. Sierra Nevada winters with above average snowfall or other natural phenomena that require more equipment hours to maintain roads and other facilities.
2. Chain requirements on roads also require county vehicles to use all wheel drive and/or four wheel drive which reduces fuel economy;
3. Failure by Department heads to ensure their staff follows fuel saving efforts (such as driving the speed limit, accelerating and de-accelerating slowly, avoiding excessive

- idling, ensure tires are properly inflated and the vehicle is serviced regularly, and to use air conditioning sparingly etc.);
4. County staff utilizing county vehicles for travel rather than their personal automobile can save the county money but increases county overall fuel use.

Fuel economy education for all county staff is essential to ensure vehicle use is minimized and efficient. The Board may have additional input regarding methods to decrease county fuel use.

Exhibit 1 (attached) provides some additional information regarding county vehicle and fuel use.

If you have any questions regarding this issue, please contact me at 760.932.5459.

Respectfully submitted,

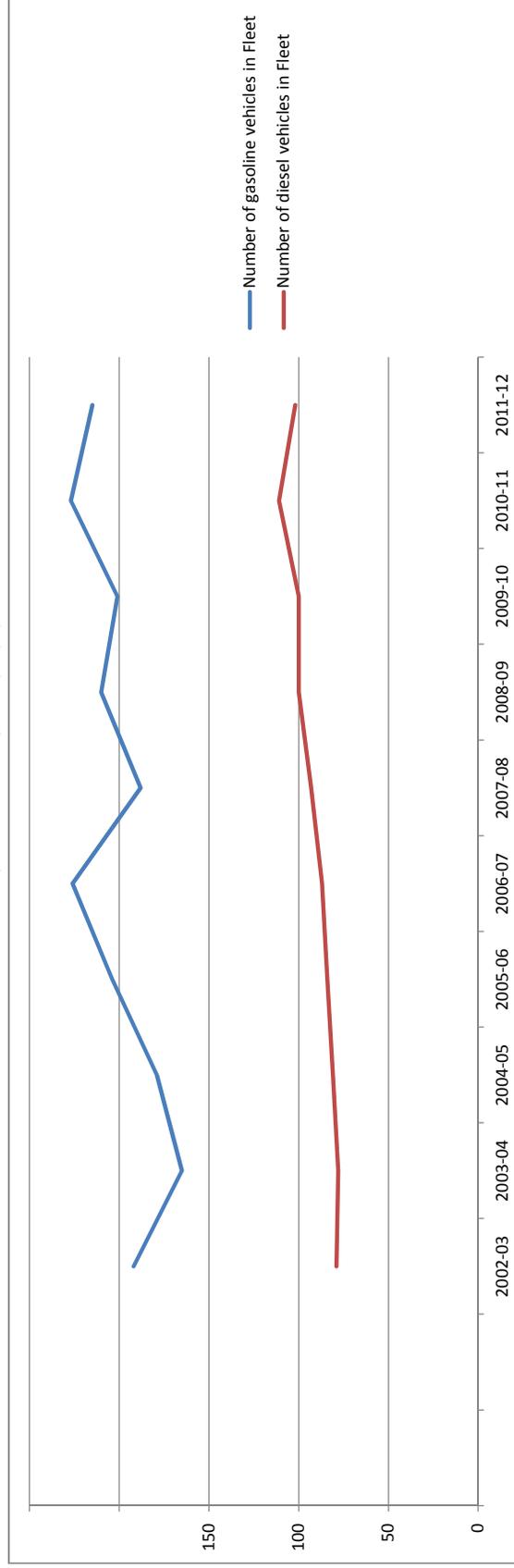


Jeff Walters
Director of Road Operations/Fleet Services

Mono County Fuel Use
2002 - 2012

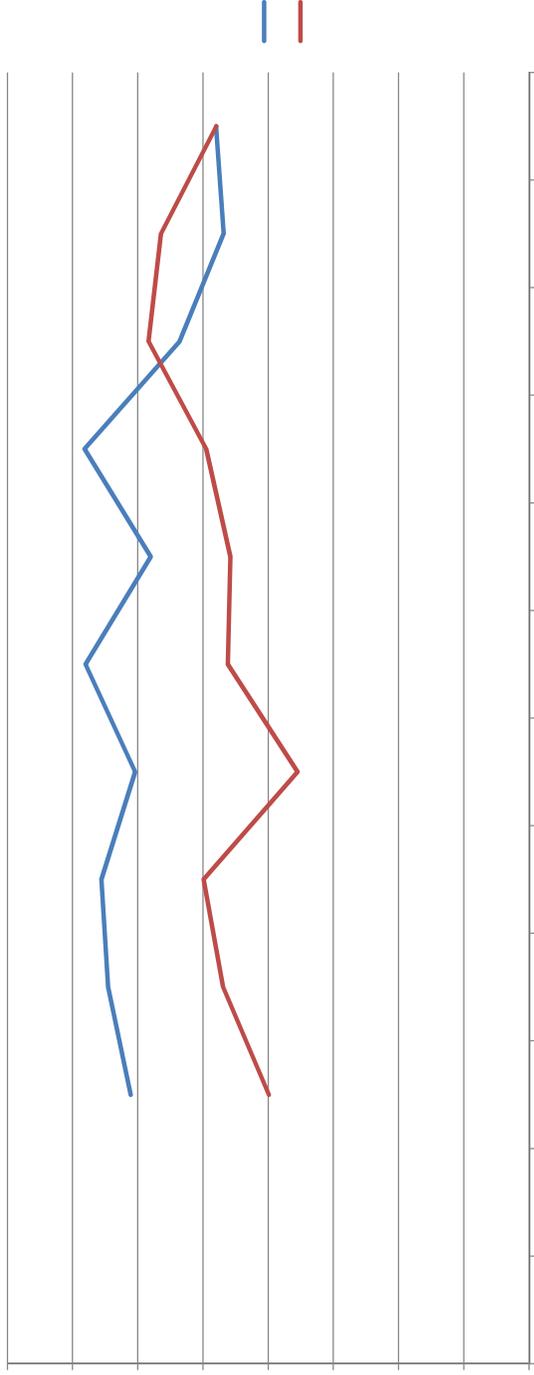
Year	Number of gasoline vehicles in Fleet	Number of diesel vehicles in Fleet	Gasoline used in gallons	Diesel used in gallons	Snowfall in inches at Mammoth Mt.
2002-03	192	79	122160	79756	356
2003-04	165	78	129100	93835	348
2004-05	179	81	131129	99851	570
2005-06	204	84	120837	70949	578
2006-07	226	87	136018	92425	222
2007-08	188	93	115970	91558	333
2008-09	210	100	136357	99013	469
2009-10	201	100	107124	116682	533
2010-11	227	111	93675	112931	661
2011-12	215	102	96009	95876	241

Number of Vehicles in County Fleet (Including Heavy Equipment)

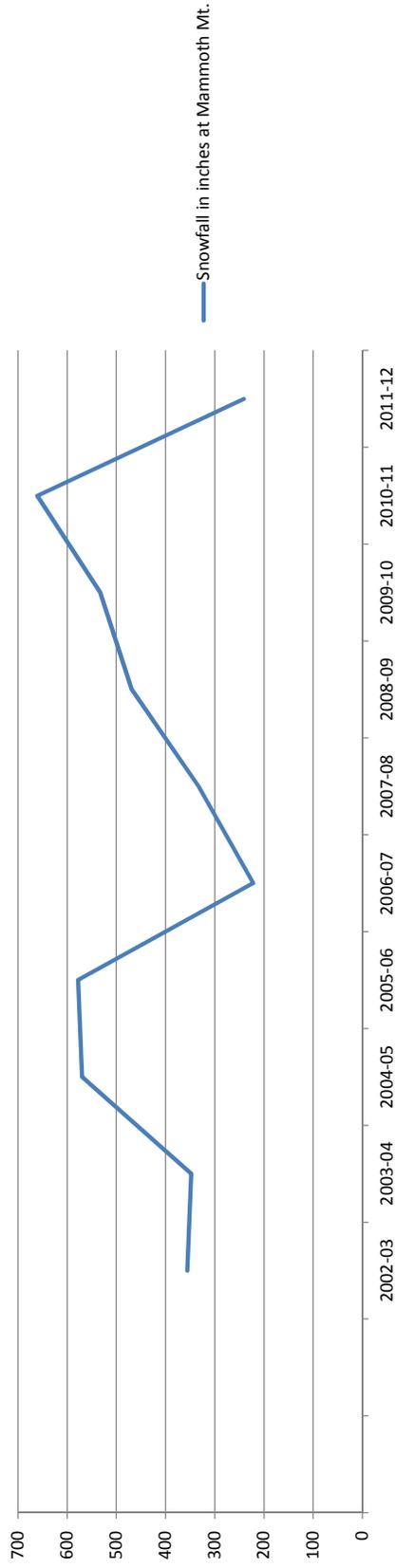


Mono County Fuel Use
2002 - 2012

Gallons of Fuel Used by County Vehicles (Including Heavy equipment)



Snowfall in inches at Mammoth Mt.





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 20, 2012	DEPARTMENT	Community Development - Building Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 Minutes	PERSONS APPEARING BEFORE THE BOARD	Tom Perry, Brent Calloway
SUBJECT	Limited Density Owner Built Rural Dwellings		

AGENDA DESCRIPTION:

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

Proposed ordinance adopting chapter 15.50 of the Mono County Code pertaining to Limited Density Owner-Built Rural Dwellings.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Brent Calloway

PHONE/EMAIL: 924-1823 / bcalloway@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

- [Draft Staff Report](#)
- [LDOBRD](#)

History

Time	Who	Approval
11/13/2012 5:11 PM	Clerk of the Board	Yes

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

Date: November 13, 2012
To: Honorable Chair and Members of the Board of Supervisors
From: Tom Perry, Building Official
Brent Calloway, Community Development Analyst
Subject: Limited Density Owner Built Rural Dwelling Ordinance

Recommended Action:

Receive staff report and adopt Limited Density Owner Built Rural Dwelling (LDOBRD) Ordinance.

Fiscal Impact:

None

Discussion:

At the April 3, 2012 meeting of the BOS, a second workshop was conducted regarding the concept of a potential Limited Density Owner Built Rural Dwelling ordinance in Mono County. At the conclusion of the second workshop, Board members had mixed opinions about directing staff to move forward with the project, direction was received as 3 members in favor, 2 members not in favor of additional staff resources devoted to the project. At the request of Supervisor Johnston, a draft ordinance implementing Limited Density regulations has been developed and brought for consideration of the Board.

The concept of Limited Density is to allow some flexibility for remote, isolated pieces of land, allowing owners to construct small habitable structures that do not meet strict compliance with the California Building Code. Examples of deviations from the building code that would be allowed on such parcels include no residential fire sprinkler requirements, no heating or energy code requirements, and no requirements to install electricity.

The draft ordinance defines a Limited Density parcel as a “single parcel in-holding of at least 10 acres, completely surrounded by federally owned lands, with no portion of the parcel within 1 air mile of a paved road.” There are approximately 100 parcels that meet this description within the county.

As some Board members have expressed concern about unintended consequences of allowing such development, the regulations will be considered a pilot program and include a sunset clause. If approved, the regulations will remain in place for 2 years or until 5 building permit applications intending to utilize the regulations have been received.

Attachments: Draft Ordinance

ORDINANCE NO. ORD12-___
AN ORDINANCE OF THE MONO COUNTY BOARD OF
SUPERVISORS ADOPTING CHAPTER 15.50 OF
THE MONO COUNTY CODE PERTAINING TO
LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

WHEREAS, there are certain privately owned properties within the county that are remote, isolated and difficult to access; and

WHEREAS, the development of these properties with single family residences in full compliance with the California Building Standards Code may not be desirable; and

WHEREAS, the California Building Standards Code allows for the development of county specific regulations known as "Limited Density Owner-Built Rural Dwellings;" and

WHEREAS, several other counties have implemented such regulations with few complications; and

WHEREAS, because there is some concern regarding unintended consequences of such regulations in Mono County, an automatic expiration (sunset) clause is built into the code language;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Chapter 15.50 is hereby added to the Mono County Code and shall read as follows:

"Chapter 15.50

LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

Sections:

15.50.010	Purpose.
15.50.020	Intent and application.
15.50.030	Definitions.
15.50.040	Building standards; building official authority.
15.50.050	Recorded covenants.
15.50.060	Permits.
15.50.070	Application for permit.
15.50.080	Plans.
15.50.090	Permit issuance.
15.50.100	Inspections.
15.50.110	Certificate of Occupancy.
15.50.120	Fees.
15.50.130	Construction requirements.
15.50.140	Fire safety regulations.
15.50.150	General plan compliance.
15.50.160	Chapter expiration.

15.50.010 Purpose.

The purpose of this chapter is to make Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California Code of Regulations, as modified herein, operative on Limited Density Owner-Built Rural Dwellings in Mono County, and to provide minimum requirements for the protection of life, limb, health, property, safety, and welfare of the general public and the owners and occupants of such dwellings.

15.50.020 Intent and application.

The provisions in this chapter shall apply to the lawful construction, enlargement, conversion, alteration, repair, use, maintenance, and occupancy of limited density owner built rural dwellings and detached structures. It is the intent of this chapter that the requirements contained herein shall apply to seasonally or permanently occupied dwellings located in rural areas and solely occupied as the residence of the owner or the owner's family. Such dwellings shall be considered single family dwellings.

15.50.030 Definitions.

As used in this Chapter:

- A. "Owner-Built" shall mean constructed by any person or family who acts as the general contractor for or the provider of, part or all of the labor necessary to build housing to be occupied as the principal residence of that person or family, and not intended for sale, lease, rental, or employee occupancy. The sale, lease, renting, or employee occupancy of owner-built structures within two (2) years of the issuance of a certificate of occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease, rental, or employee occupancy. Any ambiguity regarding the meaning of "owner built" shall be resolved by reference to state law regarding owner-builders. It is not the intention of the County to narrow or expand state law regarding owner-builders who are eligible to build Limited Density Owner-Built Rural Dwellings.
- B. "Limited Density Owner-Built Rural Dwelling parcel" means a single parcel in-holding that is completely surrounded by federally owned lands, is at no point nearer than one (1) air mile from a paved road, and is at least ten (10) acres in size.
- C. "Substandard building" shall be defined as a structure or a portion of a structure in which there exists any condition that endangers the life, health, property, safety, or welfare of the public or the occupants thereof. Except as

amended by the provisions of this Chapter, the California Health and Safety Code, section 17920.3, shall be the determining criteria for compliance with the standards of this Chapter and the defining of a substandard building. (Note: Any structure or portion thereof which are determined by the enforcing agency to constitute a substandard building may be declared to a public nuisance and may be abated by repair, rehabilitation, or removal in accordance with California Health and Safety Code sections 17980 through 17995.)

15.50.040 Building standards; building official authority.

A. When constructing a residential structure on a Limited Density Owner- Built Rural Dwelling parcel, dwellings constructed pursuant to this section need not necessarily conform with the construction requirements prescribed by the latest applicable edition of the California Residential, Building, Plumbing, Mechanical, Electrical, Energy, Fire or Green Building Standards Codes, or other applicable technical codes; nevertheless, such dwellings shall conform with nationally-accepted technical and scientific principles relating to design, materials, methods of construction, and structural requirements for the erection and construction of dwellings that are contained in the California Building Standards Codes. Such codes shall be a basis for approval.

B. The construction of a dwelling under this chapter is a privilege, not a right. The Building Official has full authority in the interpretation and application of the provisions of this chapter, including but not limited to determining eligibility of a dwelling proposed to be constructed under this chapter and applicable building standards for any such proposed dwelling.

15.50.050 Recorded covenants.

As a condition of being permitted to construct a dwelling under this Chapter, a declaration of covenants, conditions, and restrictions shall be recorded disclosing the nature of the dwelling and restrictions on its use, in a form acceptable to County Counsel, which shall run with the land and be enforceable by the County as an equitable servitude. The declaration shall state that the structure constructed on this property has been permitted under the special regulations codified in Chapter 15 of the Mono County Code applicable to limited density owner built rural dwellings adopted under the authorization of California Health and Safety Code section 17958.2; that the structure(s) is not in full compliance with the provisions of the technical codes; and that occupancy is limited to the owner and the owner's family.

15.50.060 Permits.

Permits shall be required for the construction of limited density owner-built rural dwellings. The application, plans, and other data filed by an applicant for

such permit shall be reviewed by the Mono County Building Division and other County Departments to verify compliance with the provisions of this Chapter. When the Building Official determines that the permit application and other data indicate that the structure will comply with the provisions of this article, the Building Official may issue a permit therefore to the applicant, as provided for in this Chapter.

15.50.070 Application for permit.

To obtain a permit, the applicant shall first file an application therefore with the Mono County Building Division. Permit applications shall contain the following information:

- (1) Scope of work
- (2) Name and address of the applicant
- (3) Address and location of the proposed work
- (4) Use and occupancy for which the proposed work is intended
- (5) Be accompanied by plans and construction documents
- (6) Indicate square feet or valuation of proposed new work
- (7) Initial, sign, and date the owner-builder disclosure form
- (8) Be signed by the applicant or applicant's authorized agent
- (9) Give such other data and information as required by the Building Official.

15.50.080 Plans.

Plans shall consist of a general description of the structure(s), including all necessary information and details to facilitate a reasonable judgment of conformance by the Mono County Building Division. Due to Mono County having climatic conditions that produce snow loads, and that all of Mono County is known to be in a high seismically active region of the state, buildings shall be designed in accordance with accepted engineering practice.

15.50.090 Permit issuance.

The issuance of a permit shall be contingent upon the approval of the submitted plans and construction documents by the Mono County Community Development Department. Additionally, the Mono County Environmental Health Department shall provide approval for private sewage disposal systems and potable water that will serve the proposed structure(s) prior to the issuance of a permit.

15.50.100 Inspections.

All construction or work for which a permit is required pursuant to this Chapter shall be subject to inspection by the Building Official or his/her agent. It shall be the responsibility of the applicant or his or her agent to notify the Mono County Building Division to have such work inspected.

15.50.110 Certificate of Occupancy.

After the structure(s) is completed for occupancy any inspections which have been conducted, and work approved, the Building Official shall issue a Certificate of Occupancy for such dwelling(s) and appurtenant structure(s) which comply with the provisions of this Chapter. The Certificate of Occupancy shall indicate that the structure(s) that it is issued for have been constructed and approved pursuant to the provisions of this chapter.

15.50.120 Fees.

Fees shall be required and collected by the Mono County Building Division to provide for the cost of administering the provisions of this Chapter, in an amount to be duly established and adopted by resolution of the Board of Supervisors.

15.50.130 Construction requirements.

- A. The dwelling unit shall have a room or space of not less than 220 square feet of floor area. An additional 100 square feet of floor area shall be provided for each occupant in excess of two. The unit shall also be provided with a kitchen sink with a clear working space of thirty (30) inches in front. A separate bathroom containing a water closet, lavatory and bathtub or shower shall be provided. The maximum size of dwelling units and detached structures shall be 640 square feet.
- B. Fireplaces, heating and cooking appliances, and gas piping installed in buildings constructed pursuant to the Chapter shall be installed and vented in accordance with the requirements contained in the California Mechanical Code.
- C. A heating facility or appliance shall be installed in each dwelling subject to the provisions of this chapter; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of solid fuel or solar heating devices shall be deemed as complying with the requirements of this chapter.
- D. No dwelling or appurtenant structure constructed pursuant to this chapter shall be required to be connected to a source of electrical power, or wired, or otherwise fitted for electrification. Where electrical wiring or appliances are installed, the installation shall be in accordance with the applicable requirements contained in the California Electrical Code.
- E. Plumbing equipment and installation shall be in accordance with the applicable requirements contained in the California Plumbing Code.

- F. Potable water shall be available to the dwelling site, although such water need not be pressurized. Where water is not piped from a well, spring, cistern, or other approved source, there shall be a minimum reserve of fifty (50) gallons of potable water available. Hot water need not be provided to serve any structure(s). The Mono County Environmental Health Department shall be the Health Authority Having Jurisdiction to provide the approval of potable water.
- G. Sanitary facilities shall be connected to an approved private sewage disposal system or an alternate waste disposal system subject to the inspection and approval of the Mono County Environmental Health Department.
- H. All egress systems, including emergency escape rescue exits in any room(s) that could reasonably be used as sleeping room(s), shall be in conformance with the California Residential Code.
- I. Smoke detectors shall be installed in accordance with the California Residential Code. For dwellings that do not have electrical power, battery operated smoke detectors shall be acceptable.

15.50.140 Fire safety regulations.

A Limited Density Owner-Built Rural Dwelling permit application shall be reviewed by CalFire for compliance with Public Resources Code sections 4290 and 4291, as well as for any other requirements CalFire may have regarding defensible space. For purposes of this chapter, residential fire sprinklers shall not be required in Limited Density Owner Built Rural Dwellings.

15.50.150 General plan compliance.

Limited Density Owner-Built Rural Dwelling structures shall comply with all applicable development regulations of the Mono County General Plan.

15.50.160 Chapter expiration.

This chapter is a pilot program. This Chapter will expire and be of no further force and effect after December 31, 2014, or after five (5) applications for permits under this Chapter have been accepted by the County, whichever occurs first. Notwithstanding the foregoing, applications that have been submitted prior to said expiration date may be processed, including but not limited permit issuance, completion of construction, final inspection of said construction, and issuance of a Certificate of Occupancy."

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later

than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2012, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Vikki Bauer, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL