



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 County Courthouse, Bridgeport, CA 93517

December 11, 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 – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one.
- 1b) **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.
- 1c) **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.
- 1d) **Closed Session--Public Employment** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: EMS Manager.
- 1e) **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: Claim for damages presented by Inland Aquaculture Group.
- 1f) **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.

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

2) **APPROVAL OF MINUTES**

A. Approve minutes of the Regular Meeting held on November 20, 2012.

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.)

PROBATION

- 5a) **Evidence Based Probation Supervision Recovery Act Program Grant** - Seek approval to modify the Evidence Based Probation Supervision Recovery Act Program grant by extending it through March 31, 2013.

Recommended Action: Approve the modification and authorize the Chair of the Board of Supervisors to sign the California Emergency Management Agency Grant Award Amendment #4.

Fiscal Impact: None.

COUNTY COUNSEL

- 6a) **Ordinance amending County Code re public use of Conway Ranch** - Proposed ordinance amending sections 13.40.010 and 13.40.020 of the Mono County Code, pertaining to public use of Conway Ranch.

Recommended Action:

Adopt proposed Ordinance No. ORD12-___, amending sections 13.40.010 and 13.40.020 of the Mono County Code, pertaining to public use of Conway Ranch.

Fiscal Impact:

None.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 7a) **Appointment of Bridgeport Valley Regional Planning Advisory Committee Members** - Appoint one new member to the Bridgeport Valley Regional Planning Advisory Committee.

Recommended Action: Appoint Barry Beck to the Bridgeport Valley Regional Planning Advisory Committee (BVRPAC), with a term expiring January 2015, as requested by Supervisory Tim Hansen and recommended by current BVRPAC members.

Fiscal Impact: None.

COUNTY COUNSEL

Additional Departments: Sheriff, CAO, Finance

- 8a) **Approval of Contract with CDCR** - Proposed contract with California Department of Corrections and Rehabilitation (CDCR) pertaining to housing of inmates with serious medical conditions.

Recommended Action: Approve County entry into proposed contract and authorize Jim Arkens to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The fiscal impact will depend on whether or not services covered by this contract are utilized by the County. It is anticipated that services will be used very infrequently or not at all. However, should an inmate have a serious medical condition requiring substantial medical treatment and expenses, the County's liability for such expenses will be limited to 50% of the annual allotment of the County's Community Corrections Subaccount within the County Local Revenue Fund. That amount is currently projected to be \$140,602.00 spread over the next five years. The remainder of the allotment will be spent by the County as it would otherwise normally would.

- 8b) **Approve Wheeler Crest Fire Protection District Conflict of Interest Code** - On November 21, 2012, the Wheeler Crest Fire Protection District Board of Directors passed Resolution No. R12-0002 to approve and adopt, subject to the approval of the Mono County Board of Supervisors, a 2012 version of its Conflict of Interest Code pursuant to the Political Reform Act, which requires public agencies to conduct a biennial review, and if necessary an update, of its conflict of interest code. The Wheeler Crest Fire Protection District's new Conflict of Interest Code is now being brought before the code-reviewing body, which is the Mono County Board of Supervisors, for approval.

Recommended Action: Approve the new Conflict of Interest Code adopted by the Wheeler Crest Fire Protection District on November 21, 2012, and direct the Clerk to notify the District of the Board's action (attention Al Carson).

Fiscal Impact: None.

CLERK OF THE BOARD

- 9a) **Renewal of Appointments to the Mono County Child Care Council** - Renewal of appointment of Dyanna Hernandez to the Mono County Child Care Council which is due to expire on December 31, 2012. Supervisor Johnston is sponsoring this item.

Recommended Action: Reappoint Dyanna Hernandez to the Mono County Child Care Council for two more years. Her term will expire on December 31, 2014.

Fiscal Impact: None.

FINANCE

10a) CalPERS Healthcare Coverage - Proposed resolutions to clean-up CalPERS medical coverage for all employees including the Superior Court.

Recommended Action: Approve and Authorize the Chairman's signature on three (3) proposed resolutions electing to be subject to Public Employees' Medical and Hospital Care Act only with respect to members of a specific employee organization and fixing the employer's contribution at an amount at or greater than that prescribed by Government Code section 22892(b)(1).

Fiscal Impact: There is no additional fiscal effect to the County over and above what is currently calculated in employee benefits. At this time, the rate is \$112 per month included in the insurance premium paid for each employee and \$112 per month for each retiree. The Superior Court pays for their own employees and retirees.

10b) Surplus Fixed Assets - Consider declaring following fixed assets surplus:

- Xerox Copier Model CC32C Serial Number KMM011462
- Xerox Copier Model WCP40C Serial Number KMM011918
- Xerox Copier Model WCP265C Serial Number UTU906611
- Xerox Copier Model C-55 Serial Number NWL021946
- Xerox Copier Model DC430 Serial Number UHG026623

Recommended Action: Declare the five copiers surplus and authorize disposal.

Fiscal Impact: FY 12/13 \$500

REGULAR AGENDA

**CORRESPONDENCE RECEIVED
(INFORMATIONAL)**

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

CLERK OF THE BOARD

11a) No Correspondence -

SHERIFF CORONER

12a) Appointment of Undersheriff Ralph Obenberger to Fill the Unexpired Term of Sheriff-Coroner Richard Scholl (Sheriff Richard C. Scholl) - Sheriff Richard C. Scholl has decided to retire from his elected position as Sheriff-Coroner of Mono County effective December 20, 2012. The unexpired term continues until December 2014. It is imperative that the County have a person in place as the Sheriff-Coroner to perform all mandated functions and responsibilities as required in the Government Code.
10:30 a.m.
15 minutes

Recommended Action: Recommend that the Board of Supervisors appoint Undersheriff Ralph Obenberger fulfill the remaining unexpired term of Sheriff-Coroner upon the current Sheriff's retirement to be effective at 5:00 p.m. on December 20, 2012.

Fiscal Impact: There is no increase or decrease to the current budget for the position of Sheriff-Coroner; however, there could be savings realized with the realignment of the management positions within the Sheriff's Office. Actual costs savings are unknown at this time.

12b) Swearing In of Newly Appointed Sheriff-Coroner, Ralph Obenberger (Judge Eller and Ralph Obenberger) - Swearing in of newly appointed Sheriff-Coroner Ralph Obenberger. Judge Stan Eller will administer the oath of office.
10:30 a.m.
5 minutes

Recommended Action: No action requested from Board of Supervisors. Judge Eller will administer Ralph Obenberger's oath of office.

Fiscal Impact: None.

BOARD OF SUPERVISORS

13a) Recognition of Out-going Board Members (Byng Hunt, Vice Chair) - Acknowledge the out-going

15 minutes Board Members and recognize their years of service.

Recommended Action: None.

Fiscal Impact: None.

FINANCE

Additional Departments: Administration, County Counsel

14a) **New Level of Retirement Benefits – 3.0% @ 55 Full Formula Second Tier for Sheriff Safety Members** (Brian Muir) - 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.
5 minutes

Recommended Action: Adopt proposed ordinance.

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.

SOCIAL SERVICES

Additional Departments: HR

15a) **Approval to fill Vacant Program Manager position with Social Worker Supervisor II and backfill any vacancy created by such** (Julie M. Tiede) - Request for approval for the Department of Social Services to under fill the vacant Program Manager position with a Social Worker Supervisor II. Additionally to allow the Department of Social Services to back fill any vacancy created by the filling of such position with a Social Worker I/II.
10 minutes

Recommended Action: Approve the Department of Social Services to under fill the vacant Program Manager position with a Social Worker Supervisor II. Additionally to allow the Department of Social Services to fill any vacancy created through an internal recruitment of a Social Worker Supervisor II with a Social Worker I/II.

Fiscal Impact: The annual cost of the Social Worker Supervisor II (Range 80 E), salary and benefits, is estimated to be \$137,502.48 (\$86,760.00 salary, \$50,742.48 benefits). Based on an estimated County share of cost of 8.5% the annual impact to the County General Fund for salary and benefits would be \$11,688.00 with the remainder paid by the Department of Social Services. It should be noted that higher position of Program Manager was fully budgeted for in Fiscal Year 2012-2013. In the event the filling of this position creates a vacancy and approval is given to fill such vacancy the annual cost of the Social Worker I/II, salary and benefits is estimated to be \$64,153.00 (\$36,672 salary, \$27,481.00 benefits). Based on an estimated County share of cost of 8.5% the annual impact the County General Fund would be \$5,453.00 with the remainder paid by the Department of Social Services.

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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.)

PUBLIC WORKS - SOLID WASTE DIVISION

16a) **Solid Waste Fees--Public Hearing** (Tony Dublino) - Public hearing regarding increase of Solid Waste gate fees.
Public Hearing
1:00 p.m.
30 minutes

Recommended Action: Conduct public hearing. Approve preferred alternative, as presented or as amended, or reject all alternatives. Consider and possibly approve proposed resolution. Provide any desired direction to staff related to additional actions necessary to address budget issues with the Solid Waste Enterprise Fund.

Fiscal Impact: Will depend on Board direction. A rejection of fee increases or other appropriate action

could result in additional funds being needed from the General Fund in excess of \$200,000 per year. Fee increases as presented could result in as much as \$346,000 revenue to the Solid Waste Enterprise Fund which would be generated from system users.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

17a)

Public Hearing
1:30 p.m.
30 minutes

Public Hearing: General Plan Amendment 12-04, Transient Rental Overlay District & Transient Rental Standards and Enforcement & Accessory Dwelling Units (Brent Calloway, Nick Criss) - Public hearing and consideration of proposed General Plan Amendment allowing for the creation in the future of transient rental overlay districts; providing uniform standards and permit requirements for transient rentals within overlay districts; implementing enhanced enforcement for unpermitted rentals outside overlay districts; and restricting the size of accessory dwelling units on parcels less than 1 acre.

Recommended Action: Adopt Resolution R12-xx, taking actions necessary to approve General Plan Amendment 12-004, including approving Addendum 12-01 to the Mono County General Plan EIR.

Fiscal Impact: None; additional transient occupancy taxes may be generated.

BOARD OF SUPERVISORS

Additional Departments: CAO/HR,

18a)

10 minutes

Marshall Rudolph employment agreement (Jim Arkens) - Proposed Resolution approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Adopt proposed Resolution R12-___, approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: Approximate cost for the remainder of FY 12-13 is \$147,357 of which \$97,964 is salary; \$20,743 is the employer portion of PERS, and \$28,650 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$263,125, of which \$178,116 is salary; \$31,936 is the employer portion of PERS, and \$53,073 is the cost of the benefits.

COUNTY COUNSEL

19a)

5 minutes

Claim For Damages by Inland Aquaculture Group (Marshall Rudolph) - Claim for damages presented on November 2, 2012, by Inland Aquaculture Group, LLC (County Claim No. C112-13) and any amendments thereto.

Recommended Action: Consider said claim (as amended) and take such action, if any, as the Board deems appropriate. Direct County Counsel to notify claimant (through their attorneys) of the Board's decision.

Fiscal Impact: None if the claim is rejected and/or if no action is taken.

PUBLIC WORKS - FACILITIES DIVISION

20a)

10 minutes

Old Sheriff's Sub-Station Property (Joe Blanchard) - Review of estimates for sub-station remodel.

Recommended Action: Review and discussion of the estimates for the remodeling of the sub-station. Provide any desired direction to staff.

Fiscal Impact: Fiscal impact in the form of both revenue and expenses will be determined by any future construction and or leases entered into for the sub-station property.

INFORMATION TECHNOLOGY

Additional Departments: Community Development

21a)

40 minutes

Digital 395 - Last Mile Provider Plan (Nate Greenberg) - Provide an update to the Board regarding the development of the Digital 395 Last Mile Provider Plan. Report on the outcome of public outreach performed at RPAC meetings, discuss outstanding items, and final steps for creation and adoption of the plan.

Recommended Action: Provide additional feedback or direction to staff for development of Last Mile

Provider Plan.

Fiscal Impact: Unknown at this time.

ADJOURNMENT

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session		

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.

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
12/5/2012 12:13 PM	County Administrative Office	Yes
12/5/2012 9:41 AM	County Counsel	Yes
12/5/2012 12:26 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 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
12/3/2012 4:06 PM	County Administrative Office	Yes
12/3/2012 4:02 PM	County Counsel	Yes
12/3/2012 5:08 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 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:

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No Attachments Available

History

Time	Who	Approval
11/21/2012 10:43 AM	Clerk of the Board	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Public Employment		

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: EMS Manager.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Salcido
PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
12/5/2012 12:13 PM	County Administrative Office	Yes
12/4/2012 2:49 PM	County Counsel	Yes
12/5/2012 12:26 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	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: Claim for damages presented by Inland Aquaculture Group.

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
12/3/2012 4:06 PM	County Administrative Office	Yes
12/3/2012 4:02 PM	County Counsel	Yes
12/3/2012 5:07 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	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:

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No Attachments Available

History

Time	Who	Approval
12/3/2012 4:06 PM	County Administrative Office	Yes
12/3/2012 4:07 PM	County Counsel	Yes
12/3/2012 5:07 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Board Minutes		

AGENDA DESCRIPTION:

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

A. Approve minutes of the Regular Meeting held on November 20, 2012.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts
PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Draft Minutes](#)

History

Time	Who	Approval
11/30/2012 5:01 PM	County Administrative Office	Yes
12/3/2012 4:05 PM	County Counsel	Yes
11/28/2012 2:41 PM	Finance	Yes



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

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

Regular Meeting

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

November 20, 2012

Flash Drive	Portable Recorder
Minute Orders	M12-246 to M12-254
Resolutions	R12-81 to R12-83
Ordinance	Ord12-04 NOT USED

9:04 AM

Meeting Called to Order by Supervisor Bauer, Chair

- Supervisors present: Bauer, Hansen, Hazard, Hunt, and Johnston
- Supervisors absent: None

Due to an appointment, Supervisor Bauer left the meeting at 2:50 p.m. Supervisor Hunt, Vice Chair, conducted the remainder of the meeting.

Pledge of Allegiance led by Brian Muir, Finance Director

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Closed Session: 9:05 a.m.
 Break: 10:46 a.m.
 Reconvened: 10:53 a.m.
 Lunch: 12:00 p.m.
 Reconvened: 1:15 p.m.
 Adjourned: 3:50 p.m.

CLOSED SESSION

The Board had nothing to report from Closed Session.

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.

Note

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

- 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
No one spoke.

- 2) APPROVAL OF MINUTES
None

- 3) **BOARD MEMBER REPORTS**

- Supervisor Bauer**

- 1. No report (left meeting at 2:50 p.m. for an appointment).

- Supervisor Hansen**

- 1. Has been attending RPAC meetings.
 - 2. Attended the meeting arranged by Supervisor Hazard with the California air quality board.
 - 3. Took a field trip with BLM up Green Creek Road to review a project to rid the area of non-native trees.
 - 4. The Bridgeport RPAC discussed forming a fire safe council.

- Supervisor Hazard**

- 1. November 7-8: California Air Resources Board came to Mono County to tour the area and review agricultural operations. This was a very worthwhile meeting, and they have a better understanding about the small impact Mono County agriculture has on air quality. They are working on a way to exempt Mono County from restrictions.
 - 2. Week of November 11: Reviewed the Emergency Operations Plan; it does not adequately address potential flood issues with Rock Creek dam. Also, the Board of Supervisors is the ultimate authority in emergency situations and should not be excluded from receiving real-time reports first hand. The new board will need to appoint their alternates to be called upon in case of an emergency.

- Supervisor Hunt**

- 1. Has been attending various meetings: ESTA, ESCOG, Mental Health Advisory Board, and Fisheries Commission.

Note

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2. There is an opportunity coming up to mingle with the new Inyo County supervisors.
3. November 12: Attended a Veteran's Day celebration; Hap was honored.
4. November 8: Attended a Tourism Improvement District meeting with John Urdi. They are moving away from requesting County involvement since Mammoth Mountain has stepped up. Mono County can choose to form its own improvement district.
5. Gary Boyd (Mammoth Hospital) is recovering from a mild stroke.
6. Attended the Whitmore Track grand opening.
7. Attended a surprise party over the weekend for Dan Lyster.

Supervisor Johnston

1. Attended Town Council meetings in order to follow the bankruptcy issue and defend funding for Mammoth Lakes Housing. The Council has already taken money away from MLH, so the program is operating on a bare-bones budget.
2. Attended the 2nd of 3 CSAC Fellows meetings.
3. Attended the grand opening of Whitmore Track; it is a world-class facility.
4. Attended a gathering last Friday about upcoming revisions to the forest plan.
5. Discussed traffic calming issues with a constituent in Sierra Valley Sites.
6. Met with Planning Staff at Sierra Business Park about processing questions.
7. Attended a marching band competition in the Bay Area.

COUNTY ADMINISTRATIVE OFFICE

4)

CAO Report regarding Board Assignments (Jim Arkens)

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

Jim Arkens

1. Attended a CAO conference 2-3 weeks ago; pension reform is making it difficult to recruit for management-level employees.
2. Was on vacation for a week.
3. Coffee with the CAO; the story is in the most recent newsletter.
4. Status meetings with direct reports.
5. Department staff meeting.
6. Management team meeting in Lee Vining.
7. At the request of Trindel, participated in interviews for a safety analyst.

DEPARTMENT REPORTS/EMERGING ISSUES

- **Alicia Vennos Economic Development:** 1) Gave the Board copies of the June Lake 2013 winter guide, which was distributed at a recent ski show. 2) This Friday is free movie night at the June Lake Community Center; the movie being shown was filmed in Bodie. 3) December 15 will be the tree lighting and village lighting ceremony in June Lake.
- **Marshall Rudolph, County Counsel:** The Walker River Irrigation District is announcing their water leasing program today. Stacey Simon (Assistant County Counsel) is attending the meeting, so she can provide an update later this afternoon if the board so desires.
- **Robin Roberts, Mental Health:** Her department received a \$25,000 grant for a community garden in Walker. The grant will allow the community to create gardens in back of the Walker Wellness Center. They are partnering with other businesses/ organizations to involve the community and consumers.
- **Nate Greenberg, IT/GIS:** Update about Digital 395. 1) Praxis is still working through issues with CalTrans. 2) Praxis will continue working as long as weather permits. People can check the Digital 395 website for updates. 2) A forum held in June Lake two weeks ago had good attendance. 3) Work is starting on a business development summit with Inyo County. 4) Will bring feedback from RPAC meetings about last-mile provider work to the Board in December.

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- Fred Stump described a problem with a damaged water line (Mountain Meadows Water).
- **Jeff Walters, Public Works:** 1) Mike Vaughn is retiring after 31 years; today is his last day. 2) Regarding avalanche training for the road crew; some training can be provided for about \$1,200.
 - Sheriff Scholl: The Sheriff's Department can provide some avalanche training.
 - Board: Administration can arrange for the training since it was approved in the budget.
- **Sheriff Scholl:** 1) Update about an issue with the sewage line in the jail kitchen; they have been using Memorial Hall to cook meals. 2) A recent Peace Officers Standards and Training audit found that Mono County is in compliance with POST standards. 3) Lt. Weber was out due to knee surgery, but is back at work on light duty. 4) Construction in front of the Sheriff's administration building is for installation of a flag pole. 5) The department is working on aspects of the Emergency Operations Plan; they have addressed issues concerning pumping fuel for emergency response vehicles in the event electricity goes down. 6) The Sheriff's Department meets with other agencies about potential emergency situations. Scholl encouraged the Supervisors to attend the quarterly Unified Command Center meeting. 7) Currently working on obtaining the funding for the CERT program.
- **Stacey Simon, Assistant County Counsel:** Update about Walker River Irrigation District leasing program. They approved a three-year leasing program that is scheduled to be implemented in 2013. The program will have to be approved at the state (California and Nevada) and federal levels. The County will need to monitor the program for potential impact to vital fisheries. The WRID declined a request by the Board of Supervisors that they present a workshop.

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.)

At the request of Marshall Rudolph, County Counsel, the Chair pulled items 5a and 5b.

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.

M12-246 **Action:** Approve, as revised, County entry into proposed memorandum of understanding with Chalfant Fire Protection District and Inland Counties Emergency Medical Agency pertaining to Emergency Medical Transport Services, and authorize Chair to execute said memorandum on behalf of the County.

Bauer moved; Johnston seconded

Vote: 5 Yes; 0 No

- Marshall Rudolph, County Counsel: The 4th "Whereas" in the MOU listing Symons as

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the primary provider of ALS services may imply that this is a commitment on their part. In order to clarify the intent, the Board can add "if available", after "Bishop, California". This revision would also apply to Item #5b, MOU with White Mountain Fire Protection District.

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.

M12-247 **Action:** Approve, as revised, County entry into proposed memorandum of understanding with White Mountain Fire Protection District and Inland Counties Emergency Medical Agency pertaining to Emergency Medical Transport Services, and authorize Chair to execute said memorandum on behalf of the County.

Bauer moved; Johnston seconded

Vote: 5 Yes; 0 No

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

M12-248 **Action:** Accept report of transactions in the Treasury Pool for the month of October 2012.

Hunt moved; Hansen seconded

Vote: 5 Yes; 0 No

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.

M12-249 **Action:** Approve amendment to MCPE MOU relating to holiday pay for landfill employees, and authorize Chair to execute said contract on behalf of the County.

Hunt moved; Hansen seconded

Vote: 5 Yes; 0 No

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

Note

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appointed, Ms. Miller would serve the remainder of a three year term vacated by Commissioner Anne Winston which expires March 9, 2015.

- M12-250** **Action:** Appoint Barbara Miller to Mono County First 5 Children and Families Commission to fill the unexpired term of Anne Winston; said term will expire on March 9, 2015.
Hunt moved; Hansen seconded
Vote: 5 Yes; 0 No

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).

- R12-81** **Action:** Adopt Resolution #R12-81, 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).
Hunt moved; Hansen seconded
Vote: 5 Yes; 0 No

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.

Board acknowledged receipt of the press release.

FINANCE

Additional Departments: Administration, County Counsel

- 10a) 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.

- R12-82**
M12-251 **Action:** 1) Adopt resolution of intention (#R12-82) to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and Board of Supervisors Mono County. 2) Authorize Chair

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to sign certification of compliance with Government Code Section 20475. 3) 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.

Hazard moved; Hunt seconded

Vote: 5 Yes; 0 No

- Brian Muir, Finance Director: This item reflects the new tier for deputy sheriffs; 3% at 55 will be the level for lateral transfers from other agencies. The cost will depend on the number of people hired under this plan, but there will be savings in the future.

PUBLIC WORKS - ENGINEERING DIVISION

11a) 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.

M12-252 **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.

Hazard moved; Johnston seconded

Vote: 5 Yes; 0 No

- Vianey White, Public Works: They received four bids for this project. V & C Construction did not meet all requirements, so staff recommends awarding the contract to WWW (from Reno, Nevada). No bid protests have been submitted; the protest period ends today at 4:30 p.m.
- Tara McKenzie, Deputy County Counsel: Explained that all bidders had to comply with legal grant requirements and that is why the County could not accept the V & C bid.
- Garrett Higerd, Public Works: The contract has to be awarded by the end of the month, so that is why they can't reject all bids and start over. An auditor from FHWA will review files and can't deem V & C as making a good faith effort because of the error in their bid. The County bid documents were well defined so the error was not due to unclear language in the bid. WWW Construction met the DVE requirements.

Note

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COUNTY ADMINISTRATIVE OFFICE

12a) 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.

R12-83 **Action:** Approve Resolution #R12-83, 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.

Hunt moved; Hazard seconded

Vote: 5 Yes; 0 No

- Jim Arkens, CAO/HR Director: Julie Tiede is not renewing her contract after it expires in April, so Kathy Peterson (currently Director of First 5) has been selected to serve as Social Services Director. Peterson is highly recommended, and will work with Tiede over the next several months as transitional director before assuming her role as Social Services Director.
- Supervisor Hunt: He has worked with Peterson in her capacity as director of the First 5 program. She is very responsive to the community and has done extraordinary things on a diminishing budget. Peterson will be good in this role.
- Julie Tiede, Director of Social Services: Acknowledged Peterson's capability.
- Marshall Rudolph, County Counsel: Pointed out that the initial salary for part-time work is \$4,133 (the amount listed in the agenda packet was wrong).

SHERIFF CORONER

13a) Hiring and/or Backfilling of a Patrol Deputy Position (Sheriff Richard C. Scholl) - 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.

M12-253 **Action:** Approve allocating an additional deputy sheriff position (to augment current patrol force), and authorize hiring to fill that new position.

Hazard moved; Hunt seconded

Vote: 5 Yes; 0 No

- Sheriff Scholl: The Department has 13 patrol deputies—two of them are currently not working due to an employee appeal and a worker's comp injury; a recently hired deputy

Note

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is attending the academy until January, and after graduating will be in field training for 3-4 months; and another deputy is leaving to work in Bishop. The Department needs the additional deputy position to fill in where needed. This will increase the budget, but at a lower rate than the previous sworn position (which was cut when Lt. O'Hara retired). Also, the Mammoth Lakes restructuring is impacting the Sheriff's Department, and there could be significant safety issues during the holiday season.

Board Comments

- Supervisor Hazard: The current number of deputies was established as part of negotiations with DSA pending incorporation of Mammoth Lakes and formation of their police force. Hazard supports this request.
- Supervisor Bauer: Board approval of this request would be for the purpose of increasing the number of deputies for Mono County, and not related to issues in Mammoth Lakes.

Board Discussion with Sheriff Scholl

- Impact of Town issues.
- Mutual assistance arrangements.
- Issues about liability with backfilling the Town police force.
- Suggestion that the proposed position be called a transitional position or utility deputy.

BOARD OF SUPERVISORS

14a) 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.

Failed Motion

Action: For the next six months, continue publishing legal notices in The Sheet only, and then bid for the service.

Bauer moved; motion died for lack of a second.

No Motion

Action: Direct staff to consider this issue at the mid-year budget review.

- Supervisor Bauer: The Sheet requested this item.
- Ted Carleton, The Sheet: He has monitored placement of Mammoth Times in Benton since the Board last considered this item, and found that the Times is not being delivered to Benton so they are not meeting the requirement to deliver the paper County wide. In 2006, the Sheet was denied approval of its request to be a newspaper of general circulation based on a technicality raised by the Mammoth Times; they, too, should have to follow the rules or pay the consequences. His business takes an economic loss by delivering papers to all communities in Mono County; but it is a Board requirement so he does it.
- Aleksandra Gajewski, Mammoth Times: Explained the reasons for the delay in delivering papers to Benton (lost their publisher at the Inyo Register and had to order new racks). She intends to install racks in Benton/Chalfant within the next two weeks. Gajewski provided corrected publishing and circulation information. She reviewed aspects of the bids submitted two years ago, and suggested that it would be helpful if the County is more specific about what they need and want. She knows that people read both papers, but there is no answer about who reads the public notices. Gajewski has started dropping papers in locations where people have free access to them.

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Board Discussion

- Supervisor Bauer: Technicalities matter; the Board can't treat both papers equally if they are not fulfilling the requirements equally. She wants to see both papers succeed, but this needs to be a level playing field.
- Supervisor Hazard: This issue is not about what happened in the past. In his district there have been issues with both papers. The County is paying money to get the information out to the public and it needs to be widely disseminated. Gajewski needs to show (not tell) the Board what she intends to do to earn the business.
- Supervisor Johnston: The County is not required to publish legal notices in both papers; this creates extra cost to taxpayers. Whichever publication is used, it should be distributed widely throughout the County.
- Supervisor Hunt: There are differences between the two papers. The main objective is to maximize notification to the public, hence his previous vote to publish in both papers. However, the playing field needs to be level.
- Supervisor Hansen: It appears that the Times is not fulfilling its responsibility to the County. He is looking for performance, not excuses.

14b)

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.)

Failed Motion

Action: Allow Janadale Sylve to proceed with her cottage foods operation before the law takes effect on January 1, 2013.

Johnston moved; Bauer seconded (Bauer withdrew her second to the motion)

- Tim Alpers, Supervisor Elect, District 3: The law regarding cottage food operations takes effect January 1. Ms. Sylve wants to comply with the law but would like early approval of her permit so she can take advantage of the holiday season.
- Janadale Sylve: The purpose of AB 1616 is to assist with economic recovery. There is a limited window of time during the holidays this year to maximize her business opportunity. The Class A permit only requires the operator to be registered and complete a self certifying check list. Sylve spoke about her marketing plan and her understanding of the regulations.
- Louis Molina, Environmental Health: Distributed copies of Frequently Asked Questions about AB 1616. Local health departments have the authority to issue permits starting on January 1; he does not read anything in the law to allow for earlier permitting. Other counties are waiting until January 1 to issue permits in compliance with AB 1616. The Health and Safety code as written at this point prohibits Sylve's request.

Board Discussion with Staff

- Use of a community center kitchen until January 1; potential policy issues.
- Legal challenges to this law.

Note

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- Temporary food permit.
- County's home-occupation policy.
- Legality of issuing a permit early, and impact on collection of taxes.
- Idea of taking pre-orders for delivery after January 1.
- Completing all paperwork now so the permit can be issued when AB 1616 goes into effect.

PUBLIC WORKS - ROAD DIVISION

- 15a) 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.

Action: None

Supervisor Bauer left at 2:50 p.m. for an appointment.

Jeff Walters, Public Works: Discussed proposed fuel reduction initiatives; some are already in place.

- Reviewed County usage of fuel per year (including vehicles and equipment such as chain saws and leaf blowers).
- Generally gasoline is used more than diesel fuel.
- Reviewed graphs outlining fuel usage (in agenda packet). Since 2009-10 the trend of fuel usage has gone down; snowfall is a big factor in diesel usage.
- Potential ways to reduce fuel usage: carpool to meetings; continue to purchase more fuel-efficient vehicles (this already accounts for some of the reduced fuel usage); use video-conferencing to attend meetings; on-going supervision by department heads to ensure travel is necessary; consolidate trips; educate staff about fuel efficient driving techniques (i.e. minimal use of air conditioning).
- Using pool cars for travel will save money but will increase overall fuel use.

Board Discussion

- Supervisor Johnston: The Board needs to tackle the long-term problem of fuel use by establishing goals and policies about fuel usage, and establishing measurable ways to meet the goals. The Board could approach the goal by reducing budgets and expecting departments to figure out how to reduce usage. There needs to be a target in order to achieve a goal.
- Supervisor Hansen: Fuel delivery systems allow for tracking of usage and information can be obtained this way. Vehicle mileage is improving so replacement vehicles will help.
- Supervisor Hunt: Public Works is on the right track by increasing awareness about the need to increase fuel efficiency. The Board needs to be creative, open-minded, and sensitive to the issue since needs and usage vary among departments. This is an on-going issue that will need to be reviewed by the new board. Services should not be diminished.
- Supervisor Hazard: The topic is complex and the County has dealt with this issue since the 1970s by trying various options. The County should continue replacing vehicles with more fuel efficient vehicles, and replace older vehicles; goals need to be realistic. Hold department heads responsible for finding efficiencies, and let them manage the situation.

Note

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Staff Comments

- Jim Arkens, CAO: Department heads and employees have been instructed about use of County cars. It saves money if employees use County vehicles rather than being reimbursed for personal car use, but it uses more fuel. The Board has to decide which way they want to go and which services may need to be reduced. The budget already shows savings. Arkens will talk with department heads at the next management meeting and will talk with employees at "Coffee with the CAO".
- Brian Muir, Finance Director: The County works at this issue. The Board can set a goal, but it should let administration work with the departments to figure out how to best meet the goal.

Public Comments

Fred Stump, Supervisor Elect, District 2: 1) Jeff Walters tracks the situation; Jim Arkens has authority over department heads. 2) Across-the board cuts don't work. 3) The Board should review usage of vehicles to determine need. 4) Use of safety vehicles has to be left to the department head. 5) Differentiating between a goal and a requirement: perceived punishment could illicit reduced services. The Board needs to hear from department heads before establishing goals.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

16a) 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.

M12-254 **Action:** Introduce, read title, and waive further reading of proposed ordinance adopting chapter 15.50 of the Mono County Code pertaining to Limited Density Owner-Built Rural Dwellings.

Johnston moved; Hazard seconded

Vote: 4 Yes; 0 No; 1 Absent (Bauer)

Tom Perry, Community Development—Building: This is a continuing discussion about the proposed ordinance.

- The draft ordinance reflects ideas and discussions from past Board meetings.
- The draft follows the model from five other counties.
- Parameters were established through prior discussions with the Board (i.e. the out-of-sight, out-of-mind concept).
- There have been a few inquiries but no action at this point.
- The existing codes are the basis for approval of a permit.

Board Discussion

- The Building Division is on the right track; the proposed ordinance is limited.
- The pilot program should be two to five years in order to allow for an opportunity to review it. If needed, the ordinance can be extended.
- Suggested a change to the sunset provision.
- Building Department should make periodic reports to the Board about permit activity.
- This has been a significant discussion issue at RCRC meetings.

ADJOURN: 3:50 p.m.

Note

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ATTEST:

VIKKI BAUER
CHAIR

BYNG HUNT
VICE CHAIR

LYNDA ROBERTS
CLERK OF THE BOARD

§§§§§

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Probation
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Evidence Based Probation Supervision Recovery Act Program Grant		

AGENDA DESCRIPTION:

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

Seek approval to modify the Evidence Based Probation Supervision Recovery Act Program grant by extending it through March 31, 2013.

RECOMMENDED ACTION:

Approve the modification and authorize the Chair of the Board of Supervisors to sign the California Emergency Management Agency Grant Award Amendment #4.

FISCAL IMPACT:

None.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: (760) 932-5572 / khumiston@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

[EBP extension](#)

[EBP agreement](#)

History

Time	Who	Approval
12/3/2012 12:30 PM	County Administrative Office	Yes
12/4/2012 2:51 PM	County Counsel	Yes
12/3/2012 12:17 PM	Finance	Yes



MONO COUNTY PROBATION DEPARTMENT

MAILING : P O . BOX 596, BRIDGEPORT, CALIFORNIA 93517

BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571

MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731
probation@mono.ca.gov

Stan Eiler
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors

From: Karin Humiston, Chief Probation Officer

Date: December 3, 2012

SUBJECT:

Seek approval to modify the Evidence Based Probation Supervision Recovery Act Program grant by extending it through December 31, 2012 to March 31, 2013.

RECOMMENDATION:

Authorize the modification.

DISCUSSION:

A modification (#3) was completed in April 2012 to modify the \$18,000.00 to \$0 and added \$12,000.00 to the salary category to pay for a contracted employee to assist with the completion of assessment and provide cognitive behavior programs; increased the laptop computers line item from \$3,500 to \$4,000; added \$500.00 to purchase a scanner for assessments; and increased Motivational Interviewing training from \$2,859.00 to \$7,859.00 allowing for additional training. As of September 2012, \$17,419.00 was available. A modification is being request to extend the Evidence Based Probation Supervision Recovery Act Program grant to March 31, 2013.

FISCAL IMPACT:

None

California Emergency Management Agency

GRANT AWARD NO. ZP09010260

GRANT AWARD AMENDMENT

AMENDMENT NO. 4

THIS AMENDMENT, made and entered into on December 3, 2012 by and between the
 (Date)
California Emergency Management Agency, hereafter designated Cal EMA, and the following Administrative Agency
County of Mono/Mono County Probation Department hereafter called the Recipient.

WITNESSETH: That the Recipient agrees to the amendment of this Grant Award Agreement as specified below:

Grant Award Agreement ZP09010260 between the parties hereto is hereby Amended to:

To Change the end date of the grant award from 12/31/12 to 03/31/2013.

The 2009 JAGR Funds in the amount of \$48,665 must be expended by March 31, 2013, and the final 201 must be received by Cal EMA by April 30, 2013. This condition will reduce the liquidation period to zero days.

All other provisions of this agreement shall remain as previously agreed upon.

IN WITNESS WHEREOF, this Grant Award Amendment has been executed by the parties hereto, upon the date written above.

CALIFORNIA EMERGENCY MANAGEMENT AGENCY (for Cal EMA use only)			RECIPIENT			
BY (AUTHORIZED SIGNATURE)			RECIPIENT			
			County of Mono Probation Department			
PRINTED NAME OF PERSON SIGNING			BY (AUTHORIZED SIGNATURE)		DATE	
Rick Stolz						
TITLE			PRINTED NAME AND TITLE OF PERSON SIGNING			
Director, Office Administrative Services			Vikki Bauer, Chairman Mono County Board of Supervisors			
DATE			ADDRESS			
			PO Box 715 Bridgeport CA 93517			
AMOUNT ENCUMBERED BY THIS DOCUMENT		PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		
\$						
PRIOR AMOUNT ENCUMBERED FOR THIS GRANT AWARD	MATCH	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$						
TOTAL AMOUNT ENCUMBERED TO DATE		PCA NUMBER		PROJECT NUMBER		
\$						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					FEDERAL CATEGORY NUMBER	
SIGNATURE OF Cal EMA FISCAL OFFICER				DATE		

Cal EMA Grant Award Modification

MAIL TO: California Emergency Management Agency
3650 Schriever Ave.
Mather, CA 95655

Check correct branch:
 Drug Enforcement V. Justice & Childrens
 Crime & Gangs DV, SA, & VW

1. Award # ZP 09010260
 2. Modification #: 6

3. Recipient/Implementing Agency Mono County/Mono County Probation Department
(Indicate branch on envelope)

4. Project Title: Evidence Based Probation Supervision Recovery Act Program

5. Contact Person: Dr. Karin Humiston Phone: (760) 932-5570 Ex: _____ Fax: (760) 932-5571

Email Address: khumiston@mono.ca.gov 6. Grant Period: 10/01/2009 to 03/31/2013

7. Payment Mailing Address: PO Box 596 Bridgeport, CA 93517 Check here if new.

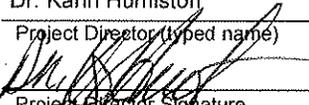
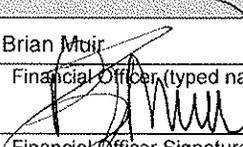
8. Revision to Budget

Grant Yr	Current Allocation (CA) <small>Select Acronym from list</small>	Grant Funds				Required Match				Total
		A. Personal Services	B. Operating Expenses	C. Equipment	Fund Total	A. Personal Services	B. Operating Expenses	C. Equipment	Match Total	
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Proposed Change (PC) [add (+) or subtract (-) from budgeted amount]										
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Revised Allocation (RA)										
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Check when completed

9. Justification for Modification: (If necessary, continue the justification on page 3.)

To extend the grant from through December 31, 2012 to March 31, 2013.

10. Local Approvals			
Dr. Karin Humiston Project Director (typed name)  Project Director Signature	Brian Muir Financial Officer (typed name)  Financial Officer Signature		
Date: <u>12/3/2012</u>	Date: <u>12/3/12</u>		
Cal EMA USE ONLY			
Cal EMA Approval Signatures			

Program Specialist _____	Date: _____	Section Chief _____	Date: _____
Grants Processing _____	Date: _____		

Cal EMA GRANT AWARD MODIFICATION

Cal EMA 2-223 INSTRUCTIONS

GENERAL INSTRUCTIONS – This form must be used for the following types of modification requests:

- Budget Revisions
- Grant Extensions*
- Increases/Decreases to Grant Funds*
- Sole Source Requests
- Reporting Project Income
- Change of Project Director or Financial Officer
- Change in Program Objectives
- Change in Mailing Address
- Agency Name Change*

* requires submission of a Grant Award Amendment form

1. GRANT AWARD NUMBER

Enter the Grant Award number as it appears at the top of the approved "Grant Award Face Sheet."

2. MODIFICATION NUMBER:

Enter the number of this request. Each modification must be consecutively numbered starting with #1.

3. RECIPIENT/IMPLEMENTING AGENCY:

Enter the grant recipient and implementing agency names as they appear on lines 1 & 2 of the approved "Grant Award Face Sheet".

4. PROJECT TITLE:

Enter the project title as it appears on the approved "Grant Award Face Sheet".

5. CONTACT PERSON:

Enter the name, phone, fax, and email address of the person to contact regarding questions on this form.

6. GRANT PERIOD

Enter the approved grant period giving the start and end dates for the grant award as shown on line #4 of the "Grant Award Face Sheet" or as revised by an approved grant award amendment.

7. ADDRESS:

Enter the permanent mailing address where the recipient payments are to be mailed. Check the "NEW" box if there is a change in the address.

8. REVISION TO BUDGET:

If this modification affects the budget, select the grant year and program acronym from the drop down lists under Current Allocation (if unsure what the acronym is, see the chart below) for the Federal grant OR State grant to which the modification applies in the column heading. Enter the current allocation amounts for each category and the corresponding match amount if any. Enter the proposed amounts (remember to use a (-) if you are subtracting). The revised allocation amounts will appear in the Revised Allocation (RA). When you have completed your revision check the "check when completed" box. If you need to make changes to the budget, uncheck the box, enter your changes then re-check the box.

9. JUSTIFICATION FOR MODIFICATION:

Explain the need for this modification. If requesting a revision to the budget, be specific of the funding source. Additional space is provided on page 3 to continue the justification if necessary.

10. LOCAL APPROVAL NAME AND SIGNATURES:

Please type the names of and provide original signatures for the Project Director and the Financial Officer as shown on the Signature Authorization Form (Cal EMA 2-223). This is a requirement for all modification requests.

FEDERAL PROJECT ACRONYMS							
AGIC	Anti-Gang Initiative - Central	BYRN	Byrne State / Local Law Enforce Assist	JAGX	Justice Assistance Grant	RSAT	Residential Substance Abuse Treatment
AGIE	Anti-Gang Initiative -Eastern	CJA1	Child Justice Act	PSNC	Project Safe Neighborhood (Central)	VAWA	Violence Against Women Act
AGIN	Anti-Gang Initiative -Northern	FSIA	Forensic Sciences Improvement	PSNE	Project Safe Neighborhood (Eastern)	VAW2	Violence Against Women Act
AGIS	Anti-Gang Initiative -Southern	FVPS	Family Violence Preventive Services	PSNN	Project Safe Neighborhood (Northern)	VOCA	Victims of Crime Act
BVPP	Bulletproof Vest Partnership Program	JAG0	Justice Assistance Grant	RILP	Regional Anti-Gang Intelligence Led Policing		
STATE PROJECT ACRONYMS							
CGNG	CALGANG	GRIP	CALGRIP Includes GRP1-3	MAGE	Multi-Agency Gang Enforcement Consortium	VLRC	Victims Legal Resource Center
CSAE/P	Child Sexual Abuse Exploitation/Prevention	GVS0	Gang Violence Suppression	PPD5	Public Prosecutors/Defenders Training Fund	VP00	Vertical Prosecution Block Grant
DVPO	Domestic Violence Prevention	HTT0	High-Tech Theft Apprehension	RCP0 & 5	Rape Crisis	VPPD	Public Prosecutor/Public Defender Training Fund
EMT1	Evidentiary Medical Training	HY00	Homeless Youth	RLCP	Rural Crime Prevention	VWA0	Victim/Witness Assistance
EPSD	Equality in Preventive Services	ICAC	Internet Crimes Against Children	SAFE	Sexual Assault Felony Enforcement Program	WOM0	War on Methamphetamine
FV00	Family Violence Prevention	LSPA	Local Safety and Protection Account	VLF0	Vehicle Licensing Fee	YET0	Youth Emergency Telephone



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Ordinance amending County Code re public use of Conway Ranch		

AGENDA DESCRIPTION:

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

Proposed ordinance amending sections 13.40.010 and 13.40.020 of the Mono County Code, pertaining to public use of Conway Ranch.

RECOMMENDED ACTION:

Adopt proposed Ordinance No. ORD12-___, amending sections 13.40.010 and 13.40.020 of the Mono County Code, pertaining to public use of Conway Ranch.

FISCAL IMPACT:

None.

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

- [staff report re Conway ordinance](#)
- [RPAC resolution](#)
- [ordinance map](#)

History

Time	Who	Approval
12/3/2012 4:07 PM	County Administrative Office	Yes
12/3/2012 4:08 PM	County Counsel	Yes
12/3/2012 5:07 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: December 11, 2012

RE: Proposed ordinance amending sections 13.40.010 and 13.40.020 of the
Mono County Code, pertaining to public use of Conway Ranch

Recommendation:

Adopt proposed ordinance.

Fiscal/Mandates Impact:

None.

Discussion:

The proposed ordinance would effectuate certain amendments to Chapter 13.40 of the Mono County Code consistent with recommendations by the Mono Basin RPAC and as subsequently directed by the Board. A copy of the RPAC resolution describing the recommendations is enclosed. The ordinance was introduced at the Board's December 4th meeting and may now be adopted.

Perhaps the most significant amendment involves the issue of shooting firearms on the property. Chapter 13.40 currently prohibits all firearm shooting on the entire Conway Ranch property. The amendment would instead prohibit such shooting only within the licensed fish-rearing and fishing area (as defined) and within a 150-yard buffer zone around the north, northeastern, and western boundaries of that licensed area. Southern and eastern boundaries of the licensed area are not restricted because they are not within the Conway Ranch property. A map depicting the buffer zone and the licensed area is enclosed. Note: although not included in the RPAC's resolution, the ordinance would also amend the description of the licensed area to more accurately describe it,

including adding a “notch” at the northeast corner to encompass one of the fishing ponds – a detail raised at a Fisheries Commission meeting. The legal descriptions for the licensed area and buffer zone were prepared by Public Works staff, who I wish to acknowledge and thank for the considerable time and effort they spent.

Other amendments include eliminating the current restriction on night-time use of the property (outside of the licensed area), eliminating the current restriction on use of snowmobiles on the property, and providing that permitted vehicles may travel on any “existing” roads and paths whereas the current provision only allows travel on “designated” roads and paths.

For good measure, the RPAC’s proposed amendments were taken to the Fisheries Commission for its input. The Commission did not support allowing use of all types of firearms outside of the buffer zone; rather, the Commission felt that such shooting should be limited to shotguns only. The Commission was generally supportive of the other amendments.

If you have any questions regarding the ordinance, please feel free to contact me at (760) 924-1707.

Encl.

MONO BASIN

REGIONAL PLANNING ADVISORY COMMITTEE

P.O. Box 347, Mammoth Lakes, CA 93546

Official Resolution

Recommended revisions to Chapter 13.40, Section 13.40.020 in the Mono County Code
Mono Basin Regional Planning Advisory Committee
June 13, 2012

Whereas the Mono County Board of Supervisors passed Ordinance No. ORD11-05 titled "An Ordinance of the Mono County Board of Supervisors Adopting Chapter 13.40 of the Mono County Code Pertaining to Public Use of Conway Ranch"; and,

Whereas members of the Mono Basin Community have traditionally used Conway Ranch for hunting and other recreational pursuits; and,

Whereas the Mono Basin community wishes to maintain public access and hunting on certain sections of Mono County's Conway Ranch; and,

Whereas Supervisor Tim Hansen and members of the Mono Basin community have met to propose a compromise and solution that would satisfy the wishes of the Mono Basin Community; and,

Whereas the compromise was outlined and discussed at the last few Mono Basin Regional Planning and Advisory Committee (RPAC) meetings; and,

Now, therefore, be it resolved that the Mono Basin Regional Planning and Advisory Committee recommends the following revisions in Chapter 13.40, Section 13.40.020, in the Mono County Code, Public Use of Conway Ranch:

1. (no change)
2. Delete this entire paragraph.
3. (no change)
4. Revise as follows:
"Shooting, firing, or otherwise discharging a firearm, including but not limited to hunting and target practice, within the licensed fish rearing and fishing area. Shooting, firing, or otherwise discharging a firearm is also prohibited within a 150 yard buffer zone around the boundaries of this licensed area."
5. (no change)
6. (no change)
7. (no change)
8. Revise as follows:

“Driving or riding a vehicle, including bicycles, except on existing roads and parking areas. This prohibition does not apply to over-the-snow vehicles.”

Be it further resolved that the Mono Basin community recognizes that a 150 yard no-shooting boundary around the fish-rearing facilities is the minimum, legal and necessary boundary, and that County staff will assist with the specifics of how and where the 150 yard boundary is recognized.

Passed on this 13th day of June, 2012 by the following vote:

AYES: 9 NOES: 0 ABSTAIN: 0



Bartshé Miller

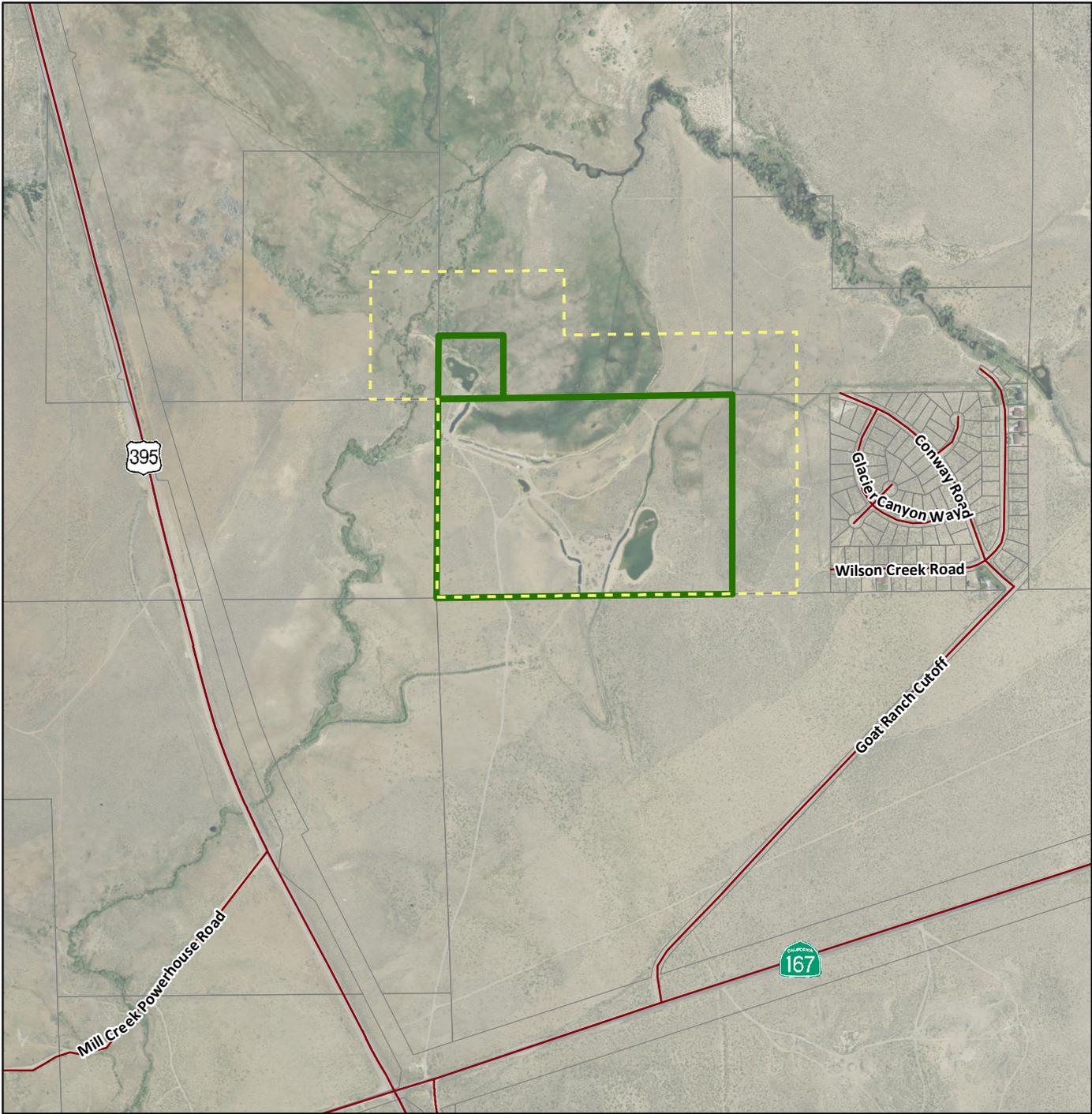
Chairman, Mono Basin Regional Planning Committee

Fish-Rearing and Fishing Site Alt. 2

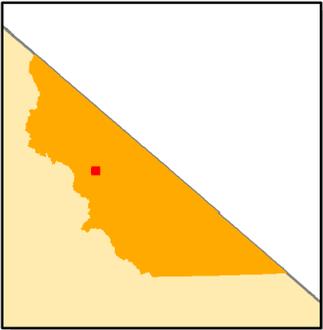
Conway Ranch

-  Fish-Rearing and Fishing Areas
-  No Shooting Boundary
-  Streets
-  Base Parcels

Note:
The no shooting boundary is based on a 150 yard buffer surrounding the licensed fish-rearing and fishing area described as: " the southwest quarter of the southwest quarter; along with the west half of the southeast quarter of the southwest quarter of Section 6, Township 2 North, Range 26 East, MDM" as per Section 13.40.010, subdivision D, of the Mono County Code, except that the western and southern boundaries of the licensed fish-rearing and fishing area and the no shooting boundary are coincident.



Mono County GIS
PO Box 7657
Mammoth Lakes, CA
93546
(760) 924-1819
gis.mono.ca.gov



The information contained on this map is for reference purposes only and is in no way intended to serve as a legal description of property or other boundaries. The information on this map is subject to change without notice. This map is not to be reproduced or re-used without the prior permission of Mono County.

Map created by: wlehmann on 11/9/2012
G:\Projects\Mono\Agencywide Projects\IAG\IAGNoShootingArea2.mxd



ORDINANCE NO. ORD12-___

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING SECTIONS 13.40.010 AND 13.40.020 OF THE MONO COUNTY CODE, PERTAINING TO PUBLIC USE OF CONWAY RANCH

WHEREAS, Ordinance No. ORD11-05 established certain regulations regarding public use of certain real property owned by the County and known generally as Conway ranch, which are codified as Chapter 13.40 of the Mono County Code; and

WHEREAS, based on recommendations of the Mono Basin Regional Planning Advisory Committee and other interested parties, the Board wishes to revise some of those regulations;

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

SECTION ONE: Subdivision (D) of Section 13.40.010 of the Mono County Code is amended to read as follows:

“D. “Licensed fish-rearing and fishing area” means that portion of Conway Ranch devoted primarily to the rearing of fish by the County or its authorized agents, employees, contractors, lessees, or licensees, including certain ponds and modified irrigation ditches (raceways), and where the County has also authorized a licensee or other party to engage in certain fishing activities as a form of nonprofit fundraising to benefit the Conway Ranch. The licensed fish-rearing and fishing area is also described as the southwest quarter of the southwest quarter; and the western half of the southeast quarter of the southwest quarter; and the southwest quarter of the southwest quarter of the northwest quarter of the southwest quarter; all in Section 6, Township 2 North, Range 26 East, M.D.B.&M., in the County of Mono, State of California, according to the official plat thereof.”

SECTION TWO: Subdivision (F) of Section 13.40.010 of the Mono County Code is amended to read as follows:

“F. ‘Vehicle’ means a device in, upon or by which, any person or property is or may be propelled, moved, or drawn, including but not limited to an automobile, all terrain vehicle, motorcycle, or bicycle.”

SECTION THREE: Subdivision (G) is hereby added to Section 13.40.010 of the Mono County Code to read as follows:

“G. ‘150-yard buffer zone’ means that portion of Conway Ranch extending 150 yards to the north, northeastern, and western boundaries of the licensed fish-rearing and fishing area. The 150-yard buffer zone is also described as and comprised of the following two areas of Conway Ranch: (1) a buffer area of 150 yards wide being the westerly 450 feet of the east half of the southeast quarter of the northeast quarter of the southeast quarter of Section 1, Township 2 North, Range 25 East, M.D.B.&M., in the County of

1 Mono, State of California, according to the official plat thereof; and (2) a
2 buffer area of 150 yards being the northerly 450 feet of the north half of
3 the southwest quarter of the northeast quarter of the southeast quarter;
4 along with a buffer area of 150 yards being the westerly and southerly 450
5 feet of the southeast quarter of the southwest quarter of the northwest
6 quarter of the southwest quarter; along with a buffer area of 150 yards
7 being the southerly 450 feet of the south half of the southeast quarter of
8 the northwest quarter of the southwest quarter; along with a buffer area of
9 150 yards wide being the southerly 450 feet of the south half of the
10 southwest quarter of the northeast quarter of the southwest quarter; along
11 with a buffer area of 150 yards being the westerly and southerly 450 feet
12 of the southwest quarter of the southeast quarter of the northeast quarter
13 of the southwest quarter; along with a buffer area of 150 yards being the
14 westerly 450 feet of the western half of the southeast quarter of the
15 southwest quarter all in Section 6, Township 2 North, Range 26 East,
16 M.D.B.&M., in the County of Mono, State of California, according to the
17 official plat thereof.”

18 **SECTION FOUR:** Subdivision (A) of Section 13.40.020 of the Mono County Code
19 is amended to read as follows:

20 “A. Except as set forth below in subdivision (B), the following activities are
21 unlawful and prohibited on Conway Ranch:

22 1. Entering or occupying the licensed fish-rearing and fishing area
23 without the express permission of the County or its authorized agents,
24 employees, contractors, lessees, or licensees.

25 2. Creating or using a campfire or any other fire.

26 3. Shooting, firing, or otherwise discharging a firearm, including but
27 not limited to hunting and target practice, within the licensed fish-rearing
28 and fishing area. Shooting, firing, or otherwise discharging a firearm is
also prohibited within a 150-yard buffer zone, defined above, around the
north, northeastern, and western boundaries of this licensed area.

4. Removing any form of real or personal property, including but not
limited to buildings and fixtures or any portions thereof, fences, wood,
plants, or artifacts of any kind.

5. Defacing or otherwise damaging any real or personal property,
including but not limited to buildings and fixtures.

6. Taunting, vexing, or intentionally worrying any sheep, fish, or
other agricultural animals.

7. Driving or riding a vehicle, as defined (including bicycles), except
on existing roads and parking areas. This prohibition does not apply to
over-the-snow vehicles.”

SECTION FIVE: This ordinance shall become effective 30 days from the date of
its adoption and final passage, which appears immediately below. The Clerk of the

1 Board of Supervisors shall post this ordinance and also publish the ordinance or a
2 summary thereof in the manner prescribed by Government Code section 25124 no later
3 than 15 days after the date of this ordinance's adoption and final passage. If the Clerk
4 fails to so publish this ordinance or a summary thereof within said 15 day-period, then
5 the ordinance shall not take effect until 30 days after the date of publication.

6 **PASSED, APPROVED and ADOPTED** this__day of_____, 2012, by the
7 following vote, to wit:

- 8 AYES:
- 9 NOES:
- 10 ABSENT:
- 11 ABSTAIN:
- 12 VACANT:

13 _____
14 VIKKI BAUER, Chair
15 Mono County Board of Supervisors

16 ATTEST:

17 APPROVED AS TO FORM:

18 _____
19 Clerk of the Board

20 _____
21 COUNTY COUNSEL

22
23
24
25
26
27
28



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment of Bridgeport Valley Regional Planning Advisory Committee Members		

AGENDA DESCRIPTION:

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

Appoint one new member to the Bridgeport Valley Regional Planning Advisory Committee.

RECOMMENDED ACTION:

Appoint Barry Beck to the Bridgeport Valley Regional Planning Advisory Committee (BVRPAC), with a term expiring January 2015, as requested by Supervisory Tim Hansen and recommended by current BVRPAC members.

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Appointment of Bridgeport Valley Regional Planning Advisory Committee Members](#)

History

Time	Who	Approval
11/30/2012 5:01 PM	County Administrative Office	Yes
12/3/2012 4:01 PM	County Counsel	Yes
11/27/2012 7:56 AM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

December 11, 2012

To: Mono County Board of Supervisors
From: Wendy Sugimura, Associate Analyst, for Tim Hansen, Supervisor
Subject: Appointment of Bridgeport Valley Regional Planning Advisory Committee Members (Consent Item)

Action Requested

Appoint Barry Beck to the Bridgeport Valley Regional Planning Advisory Committee (BVRPAC), with a term expiring in January 2015, as requested by Supervisor Tim Hansen and recommended by current BVRPAC members.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

Supervisor Hansen, District 4, requests Board consideration of his recommendation for memberships / terms for the Bridgeport Valley Regional Planning Advisory Committee (9 members total).

New members recommended for appointment:

Terms to Expire (all two-year terms):

Barry Beck

1-31-15

Other existing members (for information):

Mike Booher

1-31-14

Jan Huggans

1-31-14

Jeff Hunewill

1-31-14

Walt Lehmann

1-31-13

Steve Noble

1-31-13

Bob Peters

1-31-14

Benny Romero

1-31-13

Erinn Wells

1-31-14

If you have any questions regarding this item, please contact Supervisor Hansen or Wendy Sugimura at 924-1814 or wsugimura@mono.ca.gov.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS	Sheriff, CAO, Finance		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Approval of Contract with CDCR		

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Corrections and Rehabilitation (CDCR) pertaining to housing of inmates with serious medical conditions.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Jim Arkens to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The fiscal impact will depend on whether or not services covered by this contract are utilized by the County. It is anticipated that services will be used very infrequently or not at all. However, should an inmate have a serious medical condition requiring substantial medical treatment and expenses, the County's liability for such expenses will be limited to 50% of the annual allotment of the County's Community Corrections Subaccount within the County Local Revenue Fund. That amount is currently projected to be \$140,602.00 spread over the next five years. The remainder of the allotment will be spent by the County as it would otherwise normally would.

CONTACT NAME: John Carl-Vallejo

PHONE/EMAIL: 760.924.1712 / jvallejo@mono.ca.gov

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

SEND COPIES TO:
County Counsel. Sheriff.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Proposed MOU](#)

 [Staff Report](#)

History

Time	Who	Approval
11/30/2012 5:01 PM	County Administrative Office	Yes
12/3/2012 3:57 PM	County Counsel	Yes
11/27/2012 4:43 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: John-Carl Vallejo

DATE: 12/11/2012

RE: Prison Bed Contract with CDCR

Recommendation:

Authorize Jim Arkens to execute the prison bed contract with CDCR.

Fiscal/Mandates Impact:

This contract caps the County's liability for medical expenses for inmates with serious medical conditions that are transferred to State custody at 50% of the annual allotment of the County's Community Corrections Subaccount within the County Local Revenue Fund. That amount is currently projected to be \$140,602.00 spread over the next five years. The remainder of the allotment will be spent by the County as it would otherwise normally would.

Discussion:

Mono County is designated by the California Department of Corrections and Rehabilitation (CDCR) as having limited access to health care services. Due to that status, the State of California, through the CDCR, offered to enter into an agreement with the County (and other similarly situated counties) whereby CDCR will house and care for inmates with serious medical conditions that would otherwise pose a substantial burden on the County's financial resources.

The contract requires the County to pay a day rate of \$77.00 for each County inmate housed by the State. The County decides if it will request a particular inmate to be transferred to State custody pursuant to this contract.

The contract limits Mono County's financial liability for expenses for inmates that are transferred to the State pursuant to this agreement to a maximum of 50% of the annual allotment from the County's Community Corrections Subaccount within the County Local Revenue Fund. The actual dollar amount is subject to change depending on the annual allotment provided by the State.

This agreement will expire on June 30, 2017, unless otherwise terminated by either party upon 60 days written notice, or extended pursuant to the terms of the agreement.

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

DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES10000 Goethe Road, Suite C1
Sacramento, CA 95827

November 14, 2012

Jim Arkens, County Administrative Officer
Mono County
P.O. Box 696
Bridgeport, CA 93517**AGREEMENT NUMBER: 5600003475****SERVICE: REVISED CDCR/CORRECTIONAL BED SPACE REIMBURSEMENT CONTRACT**

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This agreement is not valid unless, and until, approved by the DGS, or under its authority, CDCR.** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Please have all items dated and signed with an **original signature** by an authorized representative.

Copies of the following document(s) must be returned to CDCR's OBS before this Agreement can be sent to DGS for approval.

Standard Agreement (STD 213)

Please submit two (2) copies with original signature.

All documentation must be returned to CDCR, OBS, at the following address:

California Department of Corrections and Rehabilitation
Office of Business Services
Attention: Marie Bevilaqua, Contract Analyst
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-5698.

Sincerely,

A handwritten signature in blue ink that reads "Marie Bevilaqua". The signature is written in a cursive style and is set against a light blue rectangular background.

Marie Bevilaqua
Associate Contract Analyst
Headquarters Contract Unit #1
Contracts Management Branch

Enclosure(s)

AGREEMENT NUMBER

5600003475

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

Mono County

2. The term of this Agreement is: Upon Approval through June 30, 2017

3. The maximum amount of this Agreement is: \$ 140,602.00 (Reimbursement to CDCR)
 One Hundred Forty Thousand Six Hundred Two Dollars and No Cents

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

Exhibit A – Scope of Work	10 pages
Attachment 1 – Required Documents from County	1 page
Attachment 2 – Reception Center Allowable Property for County Offenders	3 pages
Exhibit B – Budget Details and Payment Provisions	2 pages
Exhibit B-1 - Rate Sheet	1 page
Exhibit D – Special Terms and Conditions For Public Entity Agreements	11 pages
Exhibit F – Business Associates Agreement (HIPAA)	12 pages

* Exhibit C is incorporated by reference as a part of this agreement. It may be viewed at www.ols.dgs.ca.gov/Standard+Language .

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Arkens, County Administrative Officer

ADDRESS

P.O. Box 696
 Bridgeport, CA 93517

STATE OF CALIFORNIA

AGENCY NAME

California Department of Corrections and Rehabilitation

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Stacie Abbott, Manager, Headquarters Contract Unit #1

ADDRESS

10000 Goethe Road, Suite C-1
 Sacramento, CA 95827

**California Department of General
 Services Use Only**

Exempt per:

AGREEMENT NUMBER

5600003475

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PRINTED NAME AND TITLE OF PERSON SIGNING

Stacie Abbott, Manager, Headquarters Contract Unit #1

ADDRESS

10000 Goethe Road, Suite C-1
 Sacramento, CA 95827

*California Department of General
 Services Use Only*

Exempt per:

CDCR CORRECTIONAL INSTITUTIONS BED SPACE REIMBURSEMENT CONTRACT

I. INTRODUCTION

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and **Mono County** (hereinafter "**COUNTY**"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the STATE and COUNTY realignment of responsibility for the housing of low level offenders; CDCR operates or has access to institutions throughout the state deemed suitable by the COUNTY for the housing and care of COUNTY Offenders and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein; in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

II. DEFINITIONS

Additional Services – means those additional operational and management services required to be furnished by the STATE because of changes in state or federal laws, government regulations, or judicial decisions that cause an increase in the cost of operating and managing the facility.

CCHCS – means the California Correctional Health Care Services - a state entity responsible for medical care for California's state prison population which is in receivership and under federal jurisdiction. All medical employees are CCHCS employees and report to Receiver J. Clark Kelso.

CCR Title 15 - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

Community Hospital – means care received in a free standing, non-correctional hospital on an inpatient basis, including any and all physician or consulting professional services provided to the COUNTY Offender in the hospital.

Contract – means this Agreement.

Contract Year – means the twelve consecutive month period commencing on the date of execution of this Agreement with a new Contract Year beginning in each consecutive twelve month period thereafter until the expiration or termination of this Agreement.

CTC – means Correctional Treatment Center - a health facility with a specified number of beds within a CDCR institution designated to provide health care to that portion of the inmate population who do not require general acute care level of services but are in need of professionally supervised health care beyond that normally provided in the community on an outpatient basis.

Department/CDCR – means the California Department of Corrections and Rehabilitation.

Day – means calendar day unless otherwise defined in this agreement. If the last day to perform a required act under this agreement falls on a weekend or holiday, the last day for performance shall be the next regular business day.

DOM – means CDCR Departmental Operations Manual.

Designated Counties – means the seven counties identified by CCHCS as having limited access to health care services and as being located in counties with urban clusters of 10,000 persons or less as of the 2010 United States Census - Alpine, Mariposa, Modoc, Mono, Plumas, Sierra, and Trinity.

HIPAA – means the federal Health Insurance Portability and Accountability Act.

Indigent Offender – Pursuant to CCR Title 15, means an Offender who is wholly without funds at the time they were eligible for withdrawal of funds for canteen purchases.

Health Care Attributes – means an Offender’s medical, mental health, and dental characteristics, clinical needs, and chronic conditions that affect his or her placement into a CDCR institution.

Offender – means any adult male or female person incarcerated pursuant to applicable California laws, and assigned to a CDCR institution for housing under this Agreement.

Offender Day – means each day, including the first day but not the last, that an Offender is admitted to the Prison as determined by the Midnight Count.

Operating Requirements – means applicable federal, state, and local law and court orders, constitutional minimum standards, CDCR regulations and DOM.

UHR – means Unit Health Record.

III. STANDARD CONDITIONS

Section 3.01 Offender Housing

CDCR shall confine and supervise adult male and female COUNTY Offenders that are transferred to CDCR institutions pursuant to the terms and conditions of this Agreement. COUNTY Offenders shall only be housed in housing units consistent with the COUNTY Offenders’ classification and security needs, subject to the criteria set forth in Section 3.02 of this agreement.

The COUNTY’s minimum payment shall be based on the number of COUNTY Offenders housed in CDCR institutions, subject to Exhibit B of this Agreement.

Section 3.02 Selection and Placement Process

The COUNTY Offenders to be housed in CDCR institutions shall be determined by CDCR based on available bed space within CDCR institutions. The county shall contact the Contract Beds Unit to initiate offender placement.

- 3.02.1 CDCR shall have sole determination of the suitable placement of COUNTY Offenders in designated CDCR institutions. However, COUNTY Offenders will not be eligible for placement in CDCR contract beds out-of-state.
- 3.02.2 COUNTY Offenders assigned to CDCR shall be males and females eighteen years of age or older and must have at least 180 days left to serve.

Upon arrival of any COUNTY Offender to CDCR, the COUNTY shall provide to CDCR, without charge, copies of pertinent data from COUNTY Jail files, commitment or other judicial orders, and health care records of each COUNTY Offender to be housed in CDCR. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA) or other Federal privacy laws.

A duly authenticated copy of the COUNTY Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a COUNTY Offender arrives at CDCR. CDCR may also make reasonable requests for additional papers or documents to be delivered to CDCR. The COUNTY understands that the safe and secure management of CDCR is dependent upon CDCR's receipt of complete Offender files and shall not unreasonably withhold requested documents. See attached Required Documents from County (Attachment 1).

Section 3.03 Transfer/Delivery of Offenders

- 3.03.1 The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of the COUNTY Offenders to CDCR Reception Centers.
- 3.03.2 CDCR shall be responsible for the transporting and the costs thereof for transporting the COUNTY Offenders from CDCR Reception Centers to their assigned CDCR institutions.
- 3.03.3 CDCR shall be entitled to transfer a COUNTY Offender from one institution to another, provided the institution receiving the transferred COUNTY Offender is operated by CDCR.
- 3.03.4 CDCR shall be responsible for the transporting and the costs thereof for transporting COUNTY Offenders to and from outside routine medical services and local court appearances as follows. CDCR will make reasonable efforts to transport and will be responsible for the costs associated with transporting COUNTY Offenders to and from outside medical and court appearances or to the nearest CDCR institution, utilizing available, routine, and normally scheduled CDCR transportation methods. When routine, normally scheduled transportation methods are unavailable, the COUNTY shall be responsible for costs associated with special transportations.
- 3.03.5 CDCR is responsible for the transporting and the costs thereof for returning the COUNTY Offender from his/her assigned CDCR institution to CDCR Reception Center for COUNTY retrieval.
- 3.03.6 The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of the COUNTY Offender from CDCR Reception Center to the custody of the COUNTY.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offenders so as to minimize the expense associated with such transfers.

Section 3.04 Offender Funds

Funds of an individual COUNTY Offender shall be provided to CDCR within seven (7) working days of the COUNTY Offender's transfer to CDCR. These funds shall be held and managed pursuant to CDCR policies, procedures and practices, which shall be provided to COUNTY prior to the COUNTY Offender's arrival.

Section 3.05 Offender Work/Program Assignment Payment

CDCR shall pay all COUNTY Offenders assigned to the work incentive program Offender wages equal to the amount paid to CDCR Offenders housed at the particular CDCR institution at the time of transfer.

Section 3.06 Return of Offenders to the County

3.06.1 Upon demand by CDCR or COUNTY, COUNTY Offenders will be returned to the custody of the COUNTY pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.06.2 No less than 30 days prior to a COUNTY Offender completing his/her sentence, the COUNTY Offender shall be returned to the COUNTY in accordance with section 3.03. All pre-release processing is the responsibility of the COUNTY.

3.06.3 When a COUNTY Offender returns to the COUNTY, CDCR shall provide that COUNTY Offender's current available Trust balance, in the form of a check made payable to the inmate but addressed to the County. In the amount due the County Offender within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.

3.06.4 When a COUNTY Offender is identified to return to the COUNTY, CDCR will ensure a Central File is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by the COUNTY. In addition, the CCHCS will ensure a Unit Health Record is current with relevant medical documentation pursuant to Section 4.02.4

IV. OPERATION OF PRISON

Section 4.01 General Duties

The COUNTY Offenders in CDCR shall be confined and supervised in accordance with current CDCR policies. CDCR shall maintain staffing levels at CDCR institutions in accordance with departmental standards and in sufficient numbers and rank to maintain the safety of the public, staff and COUNTY Offenders and to adequately carry out the provisions of this Agreement. CDCR may seek additional reimbursement from the COUNTY in excess of the per diems stated hereunder in instances where CDCR increases services in order to perform the requirements under this Agreement. Subject to the provisions of this Agreement, CDCR shall provide COUNTY Offenders care and treatment, including the furnishing of subsistence and routine and

emergency health care consistent with current CDCR policies, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. CDCR shall provide case management of COUNTY Offenders consistent with current CDCR policies including classification, disciplinary activity, programming and other Offender activity.

COUNTY Offenders shall be provided with a copy of the Title 15 and Prison rules and procedures (orientation guide) upon arrival.

Section 4.02 Medical/Mental Health/Dental

COUNTY Offenders shall be provided health care in a manner consistent with the services provided by CDCR under applicable CDCR and CCHCS health services policies and procedures. The health care services policies and procedures may be accessed via the internet at the following website: <http://www.cphcs.ca.gov/imspp.aspx>

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

All COUNTY Offenders suspected of being sexually assaulted shall be sent to the local emergency room for treatment, and a rape kit will be sent to the Community Hospital with the transferring officers, consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

Initial Provisioning Of Medications – At the time of initial transfer, and at the time of any return of a COUNTY Offender to or from a CDCR institution, the COUNTY or CDCR, depending on who is releasing custody at the time of transfer, shall provide at the time the COUNTY Offender is transferred between the custody of COUNTY and CDCR, a seven (7) day supply of any medications prescribed for that COUNTY Offender.

Health Care Records – CDCR shall have written policies and procedures to ensure appropriate and confidential management of COUNTY Offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at a CDCR institution is the property of CDCR and a copy of the health care file shall be forwarded to the COUNTY when the COUNTY Offender is transferred from CDCR. Release of information, including copying charges, shall be conducted in accordance with CDCR policy and only upon approval of CDCR.

4.02.1 Costs – The cost of providing medical, mental health or dental services through CDCR staff shall be considered normal costs incidental to the operation of CDCR and is included in the COUNTY Offender per diem rates, except as noted above in Section 4.02.

4.02.2 A co-pay in the amount of \$5.00 may be charged to COUNTY Offenders for certain medical, dental and/or vision services requested / initiated by the COUNTY Offender in accordance with current CDCR policy. The co-pay fee will be retained by CDCR.

- 4.02.3 Billings for services from outside vendors which are the responsibility of COUNTY shall be submitted to COUNTY or designee within thirty (30) days of receipt
- 4.02.4 Upon return of a COUNTY Offender to the COUNTY, CDCR shall provide the copy of the health records of all health care delivered while under CDCR's jurisdiction, including, but not limited to all CDCR institution health records, dental records, Community Hospital records, radiology reports and films, consultant reports and laboratory results.

Section 4.03 Death of an Offender

- 4.03.1 In the event of the death of a COUNTY Offender, CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY.
- 4.03.2 CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased COUNTY Offender, if any, within 24 hours death.
- 4.03.3 All expenses relative to any necessary preparation, storage, and shipment of the body shall be the responsibility of the COUNTY.
- 4.03.4 CDCR will conduct relevant death and suicide reviews per CDCR policies and procedures. These reviews may be subject to disclosure to outside stakeholders.

Section 4.04 Offender Work and Programs

- 4.04.1 All eligible COUNTY Offenders shall be afforded the opportunity to participate in programs, occupational training, and work at CDCR institutions, unless otherwise medically or administratively precluded. No COUNTY Offender shall participate in any program, training or work outside the fenced CDCR institution unless approved in writing by CDCR.
- 4.04.2 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.04.3 COUNTY Offenders may be required to work or participate in educational or vocational programs, consistent with current CDCR policy. However, COUNTY Offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.04.4 CDCR may dispose of or consume all products produced by any COUNTY Offender participating in work or vocational programs. CDCR will bear all costs and retain all proceeds there from.
- 4.04.5 CDCR shall daily record the actual hours worked/participated for each COUNTY Offender (those in work/programs/education/training) on the Work Supervisor's Time

Log in order that work credit can be calculated by the COUNTY. The forms shall be provided at CDCR expense. The completed forms (white copy) shall be collected and mailed to the COUNTY or designee by the 15th of the following month or CDCR shall collect and forward other documentation as deemed appropriate by the COUNTY.

4.04.6 Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR policies and regulations.

4.04.8 While the COUNTY Offender is in CDCR custody, CDCR shall be responsible for payment of any benefits for COUNTY Offender workers compensation claims originating while in CDCR custody as required by California law, including, but not limited to, California Labor Code section 3370(a).

Section 4.05 Religious Opportunity

CDCR will provide reasonable time, accommodations, and space for religious services in keeping with CDCR institution security and other necessary institutional operations and activities, as available. Religious services will be provided in accordance with current CDCR policies.

Section 4.06 Recreation/ Quarterly Packages and Canteen

COUNTY Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for COUNTY Offenders in lockdown/modified program/Administrative Segregation status. CDCR shall provide recreation for COUNTY Offenders in Administrative Segregation in accordance current CDCR policies.

COUNTY Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR will administer a quarterly package program for COUNTY Offenders in accordance with current CDCR policies.

Section 4.07 Telephone

Access to telephone service shall be provided to COUNTY Offenders in accordance with CDCR policies.

Section 4.08 Clothing

CDCR will be responsible for laundry, repair, and replacement of COUNTY Offender clothing during the COUNTY Offender's incarceration at the Prison to ensure clean clothes and bedding on a weekly basis.

Clothing and linen items shall be issued to the COUNTY Offender in accordance with CDCR policies.

Section 4.09 Meals

CDCR will provide all COUNTY Offenders with nutritional meals consistent with established CDCR policies.

Section 4.10 Mail

COUNTY Offenders will be provided with mail service in accordance with current CDCR policies.

Section 4.11 Visitation

COUNTY Offenders will be provided visitation in accordance with current CDCR policies.

Section 4.12 COUNTY Offender Property

COUNTY Offenders shall be allowed to possess personal property in accordance with current CDCR policies. CDCR shall provide the COUNTY allowable property lists prior to the implementation of this agreement. CDCR will follow existing policies on disposition of property. See Attachment: Allowable Property (Attachment 2)

Section 4.13 COUNTY Offender Appeals

COUNTY Offenders appealing COUNTY decisions shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

CDCR will remedy all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is in CDCR custody. CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

Section 4.14 Access to Courts

CDCR will ensure all COUNTY Offender court related access in accordance with current CDCR policies.

Any court Order to Produce for a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to CDCR for processing. If sufficient advanced notice is provided, CDCR will transport in accordance with Section 3.03.

Section 4.15 Offender Records and Progress Reports

4.15.1 CDCR will handle all COUNTY Offender Records and ensure compliance consistent with CDCR policies. Upon release, all records, reports, and documents related to COUNTY Offenders, including Offender work/education-vocation records, shall be forwarded to the COUNTY.

4.15.2 All warrants/holds/detainers received by CDCR for a COUNTY Offender shall be forwarded to the COUNTY or designee, and CDCR will place a copy in the COUNTY Offender's Central File. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender in CDCR custody shall be forwarded to CDCR.

4.15.3 The COUNTY will perform all time calculations for COUNTY Offenders while housed in CDCR institutions and will provide to CDCR with an initial COUNTY Offender release date and any changes to the COUNTY Offender release date. This information is

required to facilitate return of COUNTY Offender to the COUNTY within 30 days of his/her release.

Section 4.16 Transportation & Security

CDCR will provide transportation and transportation staffing consistent with current CDCR policies to and from medical appointments, urgent and emergent medical care, and local court appearances pursuant to Section 3.03.

Section 4.17 Escapes

In the event of an escape by a COUNTY Offender(s) from CDCR's physical custody, CDCR shall initiate efforts to apprehend the COUNTY Offender(s), notify CDCR I.D./Warrants Unit and the local law enforcement agencies as required by state statute in the same manner it uses for any other CDCR escapees. In addition, CDCR shall notify the COUNTY of commitment. Within 24 hours, the COUNTY will be responsible for the escape pursuit. Annually or upon any revision, the COUNTY shall provide CDCR with a listing of its emergency contacts.

Section 4.18 Notification of Offender Incidents, Emergencies, and Discipline

4.18.1 CDCR will handle all COUNTY Offender related incidents and emergencies in accordance with current CDCR policies.

4.18.2 CDCR will handle all COUNTY Offender disciplinary related matters in accordance with current CDCR policies. The COUNTY shall be informed of any pending CDCR 115s (Rules Violation Reports), pending District Attorney referrals, and adjudicated 115s and committee actions involving Administrative Segregation and Security Housing Unit for appropriate release date calculation.

Section 4.19 Earned Time/Good Time

CDCR shall furnish to the COUNTY specific information consistent with current CDCR policies for purposes of award or forfeiture of earned/good time for eligible COUNTY Offenders. The final decision on awarding or forfeiture of earned/good time rests with the COUNTY.

Section 4.20 Sentence Computation

CDCR will furnish the COUNTY with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. CDCR will assist in providing documents as necessary to ensure compliance with current CDCR policies. The final decision with respect to sentence computation rests with the COUNTY. Sentence computation will be done by the COUNTY. The COUNTY will furnish adjusted release dates to CDCR.

Section 4.21 Classification

The COUNTY Offenders shall be subject to the current CDCR classification process in accordance with current CDCR policies.

Section 4.22 Offender Account Deductions (Restitution) Collection and Accounting

Upon notification of a court order for restitution by a COUNTY Offender, CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds will be remitted in a manner that adheres to Title 15 Article 1.5, section 3097.

State Contacts:

Contract Monitor:
Escape/Incident Reporting (I.D./Warrants):
Phone 24 Hour Notification (916) 323-4087
FAX (916) 322-4038
Office of Communications:
1515 S Street, Suite 502-S
Sacramento, CA 95814
Phone: (916) 323-2637
Fax: (916) 442-2637

County Contacts:

Mono County
Mr. Jim Arkens – Chief Administrative Officer
PO Box 696
Bridgeport, CA 93517
(760) 932-5410

DOCUMENT CHECKLIST COUNTY CONTRACT INMATES

- Probation Officer's Report (POR)
- Abstract of Judgment
- Most recent classification committee actions
- Two current ID photographs (front and side view)
- Release date information
- Copies of disciplinary actions
- Documented gang affiliations
- Documented enemies
- Contact information to notify in case of death or illness
- Names, relationships, addresses, & phone numbers for relatives
- Approved HCPOP referral Form or HCPOP Approval
- Power of Attorney form
- Current holds/want/detainers



RECEPTION CENTER ALLOWABLE PROPERTY FOR COUNTY OFFENDERS

MALE OFFENDERS	
BRIEFS (White only).	10
SHOWER SHOES (Foam or soft rubber, single layer, thong type construction, not exceeding 1" in thickness).	1 pair
COMB (Non-metal, maximum of 6" in length, no handle).	1
MEDICATIONS, OVER-THE-COUNTER (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens, OTC medications are not approved for inmate packages).	Yes
PALM BRUSH/COMB (No handle, plastic only).	1
TOOTHBRUSH (Subject to local determination of maximum length, local facility is required to shorten if necessary, to meet local requirements).	1
TOOTHPASTE / POWDER (Toothpaste must be clear and in clear container).	Powder
ADDRESS BOOK (Paperback only, 3" x 5" maximum).	1
BALLPOINT PENS (Non-metal, clear plastic only. Flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	1
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	5
ENVELOPES, BLANK AND/OR PRE-STAMPED	10
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	Yes
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound).	1
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	1
PENCIL SHARPENER (Non-electric, hand held only, no metal cover, maximum 2" length). Use in Level IV facilities subject to approval of Warden.	1
PHOTOS / PORTRAITS (Maximum of 8" x 10").	15
PLASTIC TUMBLER (16 ounce or less).	1
READING GLASSES – NON PRESCRIPTION (Magnifying glasses).	1
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yamikas,	Yes



RECEPTION CENTER ALLOWABLE PROPERTY FOR COUNTY OFFENDERS

prayer rugs, etc.).	
STAMPS (U.S. Postal only).	40
STATIONERY (For written correspondence, may be decorated and have matching envelopes).	15 sheets
HEALTH CARE APPLIANCE (Dr. Rx. Only).	Yes
RELIGIOUS MEDAL AND CHAIN (Not to exceed \$100, chain not to exceed 18" in length, obtainable as a set only, chains may not be purchased separately from medal).	1
RING (Wedding band, one only, yellow or white metal only. Not to exceed \$100, maximum declared value, and may not contain a set or stone).	1

FEMALE OFFENDERS	
BRASSIERES (No metal underwires, lace, strapless, see through, or push up). Any solid color except as noted above.	5
PANTIES (Full-cut briefs only, no lace, see through, or pockets).	10
SHOWER SHOES (Foam or soft rubber, single layer, thong type construction, not exceeding 1" in thickness).	1 pair
BRUSH (Non-metal, maximum of 8" in length including handle).	1
COMB (Non-metal, maximum of 6" in length, no handle).	1
DENTAL ADHESIVE (For approved denture wearers only).	2
DENTAL FLOSSERS/GLIDERS (No more than 3" in length, amount allowed in possession to be determined by local institutional procedure).	Yes
DENTURE CLEANSER	1 box
MEDICATIONS, OVER-THE-COUNTER (Only those OTC medications permitted by the Division of Correctional Health Care Services shall be stocked by institution canteens, OTC medications are not approved for inmate packages).	Yes
PALM BRUSH/COMB (No handle, plastic only).	1
TOOTHBRUSH (Maximum length permissible).	1
TOOTHBRUSH HOLDER (Plastic only, may cover entire toothbrush or be a brush head cover only).	1



RECEPTION CENTER ALLOWABLE PROPERTY FOR COUNTY OFFENDERS

ADDRESS BOOK (Paperback only, 3" x 5" maximum).	1
BALLPOINT PENS (Non-metal, clear plastic only, flexible pens or pen fillers may be required for ASU/SHU by local facility procedure).	1
BOOKS, MAGAZINES, AND NEWSPAPERS (Paperback or hardback with cover removed only. Limits do not apply to legal materials).	5
LEGAL MATERIAL (Books, pamphlets, and other legal reference).	Yes
LEGAL PADS / TABLETS AND NOTEBOOKS (No spiral bound).	1 pad
PENCILS, DRAWING (Colored), OR WRITING (Non-mechanical only).	1
PENCIL SHARPENER (Non-electric, hand held only, no metal cover, maximum 2" length). Use in Level IV facilities subject to approval of Warden.	1
PHOTOS / PORTRAITS (Maximum of 8" x 10").	15
PLASTIC TUMBLER (16 ounce or less).	1
READING GLASSES-NON PRESCRIPTION (Magnifying glasses).	1
RELIGIOUS ITEMS (As approved by the local religious review committees, i.e., kufi caps, yamikas, prayer rugs, etc.).	Yes
STAMPS (U.S. Postal only).	40
STATIONARY	15 sheets
HEALTH CARE APPLIANCE (Dr. Rx. Only).	Yes
PRESCRIPTION GLASSES (Includes Prescription Sun-Glasses).	Yes
RELIGIOUS MEDAL AND CHAIN (Not to exceed \$100, chain not to exceed 18" in length, obtainable as a set only, chains may not be purchased separately from medal).	1
RING (May possess a wedding ring or wedding/engagement ring set, yellow or white metal only. Stones are permissible, maximum declared value not to exceed \$150).	1

1. Compensable Offenders

The terms of this Agreement apply only to COUNTY Offenders. Nothing in this Agreement shall be construed to impose upon the COUNTY any financial or other obligations for any non-COUNTY Offender housed in CDCR. CDCR's costs of operations including legal services and the risks of physical damage to CDCR incurred as a direct result of the placement of a COUNTY Offender in CDCR shall be considered usual costs incidental to the operation of CDCR and part of the compensation set forth herein.

2. Payment

The COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$77.00 for each COUNTY Offender housed in CDCR. Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement.

The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

Mono County has been designated by CDCR and CCHCS as having limited access to health care services. Therefore, notwithstanding the per diem rate and Mono County's fiscal obligations as set forth in Exhibit A of this Agreement, the Department of Finance has indicated that Mono County's total fiscal year payment to CDCR for contracted CDCR beds (including medical related services) will not exceed 50% of the annual allotment from its Community Corrections Subaccount within their County Local Revenue Fund. Mono County shall provide CDCR a copy of the realignment allotment annually.

During the duration of this Agreement the County shall provide CDCR with a copy of the estimated amount of its Community Corrections Subaccount within its County Local Revenue Fund (hereafter, known as the realignment allotment). The first realignment allotment shall be supplied to CDCR no later than 30 days after the start of the contract, and supplied monthly, no later than the 15th of each month, thereafter. To assist CDCR and the County in monitoring the contract expenditures, the County shall provide quarterly reports of actual realignment allotment revenue received. These reports shall be due in the months of October, January and April. The final report of actual allotment will be submitted on or before July 15th of the subsequent year. Reports shall be submitted to:

Contract Beds Unit
Attn: Contract Manager
10961 Sun Center Dr.
Rancho Cordova, CA 95670

In the event CDCR charged the County in excess of 50% of its realignment allotment for contracted CDCR beds, including medical related services, the county shall send a bill (invoice) to the State for the excess amount. In the event that CDCR charged County less than 50% of its realignment allotment, but provided services with total cost exceeding the amount originally billed, CDCR shall add the charges for the services that were not originally billed, not to exceed the 50% realignment allotment cap, to subsequent bills.

3. Billings

CDCR will submit detailed invoices for payment of the compensation payable by the COUNTY to CDCR pursuant to the terms of Section 2, above, with supporting documentation to the COUNTY, in arrears on a monthly basis within ten business days of month end, though the failure to do so shall not negate the obligation of the COUNTY to pay such invoice. The COUNTY will make payment within 45 days of receipt of the invoice.

Payments shall be sent to:

California Department of Corrections and Rehabilitation
Regional Accounting Office
Attention: Cashiering Unit
P.O. Box 6000
Rancho Cucamonga, CA 91729-6000

Invoice to State for excess amount shall be sent to:

Southern California Regional Accounting Office
Attn: B. Bhasin/C.Adlawan
PO Box 6000, Rancho Cucamonga, CA 91729-6000

**CDCR CORRECTIONAL INSTITUTIONS
 BED SPACE REIMBURSEMENT CONTRACT**

Agreement Term: Upon Approval through June 30, 2017

Per Day (per diem)		# of Days (estimated)	=	Total	
\$77.00	X	<u>365</u>	=	\$ 28,105.00	FY12/13
\$77.00	X	<u>365</u>	=	\$ 28,105.00	FY13/14
\$77.00	X	<u>365</u>	=	\$ 28,105.00	FY14/15
\$77.00	X	<u>366</u>	=	\$ 28,182.00	FY15/16 (<i>Leap Year</i>)
\$77.00	X	<u>365</u>	=	\$ 28,105.00	FY16/17

Agreement Total = (\$140,602.00)

COUNTY agrees to reimburse directly to CDCR the per diem rate of **\$77.00** per day, or any part thereof, for each COUNTY Offender housed in a CDCR Prison Bed Facility. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The total amount of this Agreement, including per diem, extraordinary healthcare expenses, medical transportation and medical guarding, per each county offender housed in a CDCR Institution, shall not exceed 50% of the annual allotment from its Community Corrections Subaccount within their County Local Revenue Fund.

1. Contract Disputes with Public Entities

As a condition precedent to the County's right to institute and pursue litigation or other legally available dispute resolution process, if any, the County agrees that all disputes and/or claims of the County arising under or related to the Agreement shall be resolved pursuant to the following processes. County's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting (e.g. in person or conference call) of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

Pending the final resolution of any such disputes and/or claims, the County agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. County's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

No provision of this Agreement shall be construed to waive the requirements for the filing of claims with the Victims Compensation Government Claims Board under Title 1, Division 3.6, Part 3, commencing with section 900 of the California Government Code. No provision of this Agreement or act or inaction by the State shall be construed as an agreement to toll the time limits for the filing of claims under Government Code Sections 911.2 – 911.4.

2. Confidentiality of Information

The County and the State agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

The parties to this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit F and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the County in order to carry out this

Agreement, shall be protected by the County from unauthorized use and disclosure.

If the methods and procedures employed by the County for the protection of the County's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The County shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the County's possession that is independently developed by the County outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the County pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

County by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The County and the State hereto agree that either may cancel this Agreement by giving the other written notice sixty (60) days in advance of the effective date of such cancellation. In the event of such termination, the County agrees to pay the State for actual services rendered up to and including the date of termination.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the County to resume work.

7. Extension of Term

The parties may mutually agree to extend the initial term of this Agreement for successive periods of time. The terms of each extension shall be for a period of time ranging from 1 (one) to 5 (five) years, to be mutually agreed upon by the parties. The parties agree that should they desire to extend the term of this agreement pursuant to this option, they shall notify one another of their desire to so extend the term not less than 180 days prior to the expiration of the initial term. The provisions of this Contract shall apply to any extended term, except that the compensation for the extended term shall be subject to negotiation between the parties. Should the parties not agree on a new rate of compensation to apply to the extended term, this Agreement shall terminate on the original termination date or any extension thereof. All County Offenders shall be returned to the County 14 (fourteen) days

prior to the termination date.

8. Notification of Personnel Changes

County must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, County must recover and return any State-issued identification card provided to County's employee(s) upon their departure or termination.

9. Workers' Compensation

The County hereby represents and warrants that the County is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at the County's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to provide services under this agreement.

Prior to approval of this agreement and before performing any work, the County shall furnish to the State evidence of valid workers' compensation coverage. The County agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, the County agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the County's evidence of coverage. In the event the County fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

The County also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of the County's workers' compensation claims and losses by the County's officers, agents and employees related to the performance of this agreement.

10. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit County access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

11. Disclosure

Neither the State nor any State employees will be liable to the County or its staff for injuries inflicted by inmates or parolees of the State. The County agrees to disclose to the State any statement(s) known made by any County inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the State in disclosing such statement(s) to the County.

12. Insurance Requirements

The County must maintain insurance throughout the entire term of the Agreement and shall be a condition of the CDCR's obligation to provide services under this Agreement. Prior to

approval of this Agreement and before transporting County offenders to the CDCR, the County and any subcontractor shall furnish to the CDCR evidence of valid coverage. The following shall be considered evidence of coverage: County may provide proof of self-insurance; a certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by County's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the CDCR conveys no rights or privileges to the CDCR, nor does it insure any CDCR employee or insure any premises owned, leased, used by or otherwise or under the control of the CDCR. It does, however, serve to provide the CDCR with proof that the County and any subcontractors are insured at the minimum levels required by the State of California.

The County agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, County's insurance provider must agree to give at least thirty (30) days prior notice to the CDCR before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The CDCR and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the County fails to keep insurance coverage as required herein in effect at all times, the County reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

County hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured.

13. Mutual Hold Harmless (Supersedes provision number 5, Indemnification of Exhibit C)

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents, representatives and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents, representatives and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

14. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, the County and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

The County and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the County and their

employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon the County's request.

15. Defense/Immunity

By entering into the Contract, neither the State, CDCR nor the County waives any immunity defense which may be extended to them by operation of law including limitation of damages, excepting only that the County may not assert the defense of sovereign immunity.

16. Notice of Claims

Within ten (10) business days after receipt by the County, or of any agent, employee or officer of the County, of a summons in any action, or within ten (10) business days of receipt by the County, or of any agent, employee or officer thereof, of notice of claim, the County, or any agent, employee or officer, shall notify CDCR in writing of the commencement thereof. The notice requirement is intended to ensure that CDCR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in CDCR's refusal to indemnify the County or any agent, employee, but only if such failure to notify results in a prejudice to CDCR, the County or any agent, employee or officer. CDCR will provide the County similar notice of claims.

17. Prior Occurrences

The State shall not be responsible for any losses or costs resulting from County Offender litigation pending at the effective date of this Agreement or for lawsuits based on acts or omissions occurring prior to the effective date of the Agreement.

18. Waiver

No waiver of any breach of any of the terms or conditions of the Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be a valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

19. Risk of Physical Damage to Facility

The risks and costs of physical damage to CDCR facilities shall be considered usual costs incidental to its operation and part of the costs reimbursed by the fixed rate per County Offender day as provided in Exhibit B. This does not preclude the State from taking action against any County Offender who causes such damages.

20. County Default

Each of the following shall constitute an Event of Default on the part of the County:

Failure to make any payment required to be paid pursuant to this Agreement within forty five (45) days after payment is due, provided such failure to pay shall not constitute an Event of Default if the County has withheld any payment to CDCR pursuant to statutory authority.

Failure by the County to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement required to be kept, observed, met, performed, or complied with by the County hereunder, which such failure continues for a period of thirty (30) days after the County has received a written notice of deficiency from CDCR.

21. CDCR Default

Each of the following shall constitute an Event of Default on the part of the CDCR:

The failure to keep, observe, perform, meet or comply with any covenant, agreement, term, or provision of this Agreement to be kept, observed, met, performed, or complied with by CDCR hereunder, which such failure continues for a period of thirty (30) days after CDCR has received a written notice of deficiency from the County.

22. Notice of Breach

No breach of this Agreement by either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies that a deficiency or deficiencies exist(s) that, unless corrected or timely cured, will constitute a material breach of this Agreement on the part of the party against which a breach is asserted.

23. Time to Cure

If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting this breach, this shall be an Event of Breach, provided, however, if within thirty (30) days after such notice, a substantial good faith effort to cure breach shall not be an Event of Default if it is cured within a reasonable time thereafter.

24. Remedy for Default

Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have at law or equity, including but not limited to reducing its claim to judgment, including seeking an award of attorneys fees and costs, taking action to cure the Event of Default, and termination of the Contract.

25. Termination for Immediate Threat

The requirement of written notice and opportunity to cure as provided in Sections 22, 24 and 25 will not apply if the CDCR, in its sole discretion, determines that a County default has occurred, which creates an immediate threat of imminent harm to the safety, health or welfare of the public, employees, CDCR inmates or County Offenders. In such event the parties shall mutually cooperate for an immediate return of County Offenders consistent with the availability of transportation and housing.

26. Force Majeure

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the event resulting in the delay, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

27. Integration

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent innovation, renewal, addition or other amendment hereto shall have any force unless embodied in a written agreement executed and approved pursuant to State of California laws, rules and policies.

28. Binding Nature

Upon its execution by both parties, this Agreement shall be binding on the parties.

29. Invalidity and Severability

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby. In the event that this entire Agreement is held invalid or unenforceable all obligations of the parties hereunder shall cease as of that date except with respect to claims for services rendered.

30. Jurisdiction and Venue

The laws of the State of California and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to performance or interpretation of this Agreement shall be in the City of Sacramento, California.

31. Notices

Any notice provided for in this Agreement shall be in writing and served by personal delivery, designated CDCR electronic mail system, or United States Mail, postage prepaid, at the addresses listed below, until such time as written notice of change of address is received from either party. Any notice so mailed and any notice served by electronic mail or personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

All notices will be sent to:

CDCR: Notice information to be provided prior to occupancy.

COUNTY: Notice information to be provided prior to occupancy.

32. Ownership of Material Information, Data, Computer Software Documentation, Studies and Evaluations

Unless otherwise provided, and when appropriate, the County agrees that all material, information, data, documentation, studies and evaluations produced in the performance of this Agreement is the property of CDCR.

33. No Third Party Benefit Except As Provided

This Agreement shall benefit and burden the parties hereto in accordance with its terms and conditions and is not intended, and shall not be deemed or construed, to confer rights, powers, benefits or privileges on any person or entity other than the parties to this Agreement. This Agreement is not intended to create any rights, liberty interests, or entitlements in favor of any County Offender. The Agreement is intended only to set forth the contractual rights and responsibilities of the Agreement parties. County Offenders shall have only those entitlements created by Federal or State constitutions, statutes, regulations, case law, or applicable court orders.

The following provisions apply to services provided on departmental and/or institution grounds:

34. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

35. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the County agrees that if the provisions of the contract require the County to enter an institution/facility or camp, the County and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to

circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

36. Clothing Restrictions

While on institution grounds, the County and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The County should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the County and their employees are in compliance.

37. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

38. Prison Rape Elimination Policy

The State is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The State shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

The County is expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

39. Security Regulations

- a. Unless otherwise directed by the entrance gate officer the County shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. County employees shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Due to security procedures, the County employees may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the County.
- c. The County employees shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- d. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.

- e. County employees shall not cause undue interference with the operations of the institution.
- f. No picketing is allowed on State property.

40. Gate Clearance

All persons entering the facilities must have a valid state driver's license or photo identification card on their person and County Employee identification card.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
 - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
 - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties

engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3
SECURITY**

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;

- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.

- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) **Term.** The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

- (c) **Effect of Termination.**
- (i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.
2. Informal Appeal
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.
3. Formal Appeal
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary.

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Mono County
P.O. Box 596
Bridgeport, CA 93517

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Approve Wheeler Crest Fire Protection District Conflict of Interest Code		

AGENDA DESCRIPTION:

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

On November 21, 2012, the Wheeler Crest Fire Protection District Board of Directors passed Resolution No. R12-0002 to approve and adopt, subject to the approval of the Mono County Board of Supervisors, a 2012 version of its Conflict of Interest Code pursuant to the Political Reform Act, which requires public agencies to conduct a biennial review, and if necessary an update, of its conflict of interest code. The Wheeler Crest Fire Protection District's new Conflict of Interest Code is now being brought before the code-reviewing body, which is the Mono County Board of Supervisors, for approval.

RECOMMENDED ACTION:

Approve the new Conflict of Interest Code adopted by the Wheeler Crest Fire Protection District on November 21, 2012, and direct the Clerk to notify the District of the Board's action (attention Al Carson).

FISCAL IMPACT:

None.

CONTACT NAME: Tara McKenzie

PHONE/EMAIL: 760-924-1706 / tmckenzie@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:

Tara McKenzie

Al Carson,
Wheeler Crest Fire Protection District

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Wheeler Fire Protection District Resolution](#)

[Wheeler Fire Protection District Conflict of Interest Code](#)

History

Time	Who	Approval
11/30/2012 5:01 PM	County Administrative Office	Yes
12/4/2012 11:19 AM	County Counsel	Yes
11/27/2012 4:43 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant
Stacey Simon

Deputies
Tara McKenzie
John Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Tara McKenzie

DATE: December 11, 2012

RE: Conflict of Interest Code for Wheeler Crest Fire Protection District

Recommendation:

Approve the new Conflict of Interest Code adopted by the Wheeler Crest Fire Protection District on November 21, 2012, and direct the Clerk to notify the District of the Board's action (attention Al Carson).

Fiscal/Mandates Impact: None.

Discussion:

All local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. Such codes and amendments thereto are not effective, however, until duly approved by the "code-reviewing body." The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes of all agencies in the county other than the Town of Mammoth Lakes.

On November 21, 2012, the Wheeler Crest Fire Protection District Board of Directors passed Resolution No. R12-0002 to approve and adopt, subject to the approval of the Mono County Board of Supervisors, a 2012 version of its Conflict of Interest Code pursuant state law.

I have reviewed the new conflict of interest code adopted by the Wheeler Crest Fire Protection District and find that it complies with all applicable statutory requirements. Accordingly, I recommend Board approval. If you have any questions regarding this item, please call me at 924-1706.

Sincerely yours,



Tara McKenzie
Deputy County Counsel



RESOLUTION NO. R12-0002

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
WHEELER CREST FIRE PROTECTION DISTRICT
ADOPTING AND REVISING ITS
CONFLICT OF INTEREST CODE**

WHEREAS, the Board of Directors of the District must have in effect a Conflict of Interest Code required by the Political Reform Act, Government Code §§81000, et seq.;

WHEREAS, the Political Reform Act requires a bi-annual review and update of the Code;

WHEREAS, the Board of Directors of the District has caused to be completed an updated review and analysis of requisite and necessary provisions for inclusion into its Conflict of Interest Code;

NOW, THEREFORE, BE IT RESOLVED upon motion duly made, seconded, and adopted as provided herein, the Board of Directors of the Wheeler Crest Fire Protection District approved and adopts the 2012 version of the Conflict of Interest Code made a part hereof, subject to the approval by the Mono County Board of Supervisors.

APPROVED AND ADOPTED this 21th day of November, 2012, by the following vote of the Board of Directors of the Wheeler Crest Fire Protection District, County of Mono, State of California, at a special meeting of the Board of Directors:

- AYES** : MCMOLLEN, CARSON, MILLER
- NOES** : NONE
- ABSENT** : GOODMAN, INOUE
- ABSTAIN** : NONE

ATTEST:
[Signature]
Secretary

James T. McMullen
Chair of the Board

Wheeler Crest Fire Protection District

129 Willow Road
Swall Meadows, CA 93514



CONFLICT OF INTEREST CODE Wheeler Crest Fire Protection District

November 21, 2012

Section 1. Conflict of Interest Code – Adopted

The Political Reform Act, Government Code Section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation, Title 2 of the California Code of Regulations, Section 18730 (hereinafter “2 CCR § 18730”), which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 CCR § 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference, and along with the attached Appendix A in which officials and employees are designated and Appendix B in which disclosure categories are set forth, constitute the Conflict of Interest Code of the Wheeler Crest Fire Protection District.

Section 2. Conflict of Interest Code – Filing Officer

Board Members and designated employees of the Wheeler Crest Fire Protection District (hereinafter the “District”) shall file statements of economic interests with the District, which will make the statements available for public inspection and reproduction as provided by law. Upon receipt of the statements of the District’s Board Members, the District shall make and retain a copy and forward the original of these statements to the Mono County Clerk-Recorder for filing. The original statements of all other designated employees will be retained by the District.

APPENDIX A

LIST OF DESIGNATED POSITIONS

<u>JOB TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORY(IES)</u>
Consultants*	1
Fire Chief	1

*Consultants shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chairman may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The Chairman's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX B

LIST OF DISCLOSURE CATEGORIES

CATEGORY

REQUIRED DISCLOSURE

1

All reportable investments, business positions, sources of income, gifts with a value of \$50 or more received from persons doing business with the Wheeler Crest Fire Protection District, loans, travel payments, and interest in real property.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Renewal of Appointments to the Mono County Child Care Council		

AGENDA DESCRIPTION:

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

Renewal of appointment of Dyanna Hernandez to the Mono County Child Care Council which is due to expire on December 31, 2012. Supervisor Johnston is sponsoring this item.

RECOMMENDED ACTION:

Reappoint Dyanna Hernandez to the Mono County Child Care Council for two more years. Her term will expire on December 31, 2014.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[MC Child Care Memo](#)

History

Time	Who	Approval
11/20/2012 6:05 PM	County Administrative Office	Yes
12/3/2012 4:00 PM	County Counsel	Yes
11/26/2012 1:12 PM	Finance	Yes

Mono County Child Care Council



**P. O. Box 8571
Mammoth Lakes, CA 93546**

November 20, 2012

To: Mono County Board of Supervisors

From: Robyn Wisdom, Local Child Care Council Coordinator

Re: Extension of MCCCC member term

Dear Board of Supervisors;

The Mono County Child Care Planning Council (MCCCC) is requesting reappointment by the Board of Supervisors of Dyanna Hernandez to serve as a member of the Child Care Council. Originally appointed by the Board of Supervisors, her term expires 12/31/12. The new appointment will be for a two year term beginning 1/1/13 and ending 12/31/14.

Thank you for considering this request.

Robyn Wisdom, LPC Coordinator
rwisdom@imaca.net
760-934-3343



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	CalPERS Healthcare Coverage		

AGENDA DESCRIPTION:

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

Proposed resolutions to clean-up CalPERS medical coverage for all employees including the Superior Court.

RECOMMENDED ACTION:

Approve and Authorize the Chairman's signature on three (3) proposed resolutions electing to be subject to Public Employees' Medical and Hospital Care Act only with respect to members of a specific employee organization and fixing the employer's contribution at an amount at or greater than that prescribed by Government Code section 22892(b)(1).

FISCAL IMPACT:

There is no additional fiscal effect to the County over and above what is currently calculated in employee benefits. At this time, the rate is \$112 per month included in the insurance premium paid for each employee and \$112 per month for each retiree. The Superior Court pays for their own employees and retirees.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@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:

Certified Copy to Payroll Manager to be submitted to CalPERS.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

- [At-Will Management](#)
- [DPO](#)
- [Superior Court](#)
- [Government Code Sections](#)

History

Time	Who	Approval
11/30/2012 5:01 PM	County Administrative Office	Yes
12/4/2012 2:58 PM	County Counsel	Yes
11/26/2012 1:50 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Brian Muir
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

MEMORANDUM

TO: Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: November 19, 2012

SUBJECT: CalPERS Healthcare Coverage

RECOMMENDATION:

Approve and Authorize the Chairman's signature on three (3) proposed resolutions electing to be subject to Public Employees' Medical and Hospital Care Act only with respect to members of a specific employee organization and fixing the employer's contribution at an amount at or greater than that prescribed by Government Code section 22892(b)(1).

BACKGROUND:

The County elected to participate in the CalPERS Medical program beginning in 2001, subject to negotiation timing with the various employee groups. Since that time, the County has added additional groups, renamed groups and has been required by CalPERS to separate out the Courts from the County. These resolutions are for purposes of clean-up to ensure that all employee groups continue to be covered in the CalPERS Medical Program and include Mono County Superior Court, At-Will/Management Group and Deputy Probation Officers Unit.

FISCAL EFFECT:

There is no additional fiscal effect to the County over and above what is currently calculated in employee benefits. At this time, the rate is \$112 per month included in the insurance premium paid for each employee and \$112 per month for each retiree. The Superior Court pays for their own employees and retirees.



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

5 **RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES'**
6 **MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF**
7 **A SPECIFIC EMPLOYEE ORGANIZATION AND FIXING THE EMPLOYER'S**
8 **CONTRIBUTION AT AN AMOUNT AT OR GREATER THAN THAT PRESCRIBED**
9 **BY SECTION 22892(b) OF THE GOVERNMENT CODE**

10 **WHEREAS**, Government Code Section 22922(a) provides that a local agency
11 contracting under the Public Employees' Medical and Hospital Care Act shall fix the
12 amount of the employer's contribution at an amount not less than the amount required
13 under Section 22892(b)(1) of the Act; and

14 **WHEREAS**, County of Mono hereinafter referred to as Public Agency is a local
15 agency contracting under the Act for participation by members of the At-Will/Management
16 Group; now, therefore be it

17 **RESOLVED**, that the employer's contribution for each employee or annuitant shall
18 be the amount necessary to pay the full cost of his/her enrollment (currently \$112 per
19 month), including the enrollment of family members, in a health benefits plan up to a
20 maximum of the minimum employer contributions per month as prescribed in Section
21 22892(b)(1) of the Government Code per month plus administrative fees and Contingency
22 Reserve Fund assessments; and be it further

23 **RESOLVED**, that County of Mono has fully complied with any, and all applicable
24 provisions of Government Code Section 7507 in electing the benefits set forth above.

25 **APPROVED AND ADOPTED** this 11th day of December 2012, at a regular
26 meeting of the Board of Supervisors by the following vote of said board:

27 **AYES:**

28 **NOES:**

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ABSENT:
ABSTAIN:

VIKKI MAGEE BAUER, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO

ATTEST:
LYNDA ROBERTS

APPROVED AS TO FORM

BY: SHANNON KENDALL, DEPUTY

MARSHALL S. RUDOLPH
COUNTY COUNSEL



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

5 **RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES'**
6 **MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO MEMBERS OF**
7 **A SPECIFIC EMPLOYEE ORGANIZATION AND FIXING THE EMPLOYER'S**
8 **CONTRIBUTION AT AN AMOUNT AT OR GREATER THAN THAT PRESCRIBED**
9 **BY SECTION 22892(b) OF THE GOVERNMENT CODE**

10 **WHEREAS**, Government Code Section 22922(a) provides that a local agency
11 contracting under the Public Employees' Medical and Hospital Care Act shall fix the
12 amount of the employer's contribution at an amount not less than the amount required
13 under Section 22892(b)(1) of the Act; and

14 **WHEREAS**, County of Mono hereinafter referred to as Public Agency is a local
15 agency contracting under the Act for participation by members of the Deputy Probation
16 Officers Unit; now, therefore be it

17 **RESOLVED**, that the employer's contribution for each employee or annuitant shall
18 be the amount necessary to pay the full cost of his/her enrollment (currently \$112 per
19 month), including the enrollment of family members, in a health benefits plan up to a
20 maximum of the minimum employer contributions per month as prescribed in Section
21 22892(b)(1) of the Government Code per month plus administrative fees and Contingency
22 Reserve Fund assessments; and be it further

23 **RESOLVED**, that County of Mono has fully complied with any, and all applicable
24 provisions of Government Code Section 7507 in electing the benefits set forth above.

25 **APPROVED AND ADOPTED** this 11th day of December 2012, at a regular
26 meeting of the Board of Supervisors by the following vote of said board:

27 **AYES:**

28 **NOES:**

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ABSENT:
ABSTAIN:

VIKKI MAGEE BAUER, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO

ATTEST:
LYNDA ROBERTS

APPROVED AS TO FORM

BY: SHANNON KENDALL, DEPUTY

MARSHALL S. RUDOLPH
COUNTY COUNSEL

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ABSENT:
ABSTAIN:

VIKKI MAGEE BAUER, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO

ATTEST:
LYNDA ROBERTS

APPROVED AS TO FORM

BY: SHANNON KENDALL, DEPUTY

MARSHALL S. RUDOLPH
COUNTY COUNSEL

22892. (a) The employer contribution of a contracting agency shall begin on the effective date of enrollment and shall be the amount fixed from time to time by resolution of the governing body of the agency. The resolution shall be filed with the board and the contribution amount shall be effective on the first day of the second month following the month in which the resolution is received by the system.

(b) (1) The employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the following:

(A) Prior to January 1, 2004, sixteen dollars (\$16) per month.

(B) During calendar year 2004, thirty-two dollars and twenty cents (\$32.20) per month.

(C) During calendar year 2005, forty-eight dollars and forty cents (\$48.40) per month.

(D) During calendar year 2006, sixty-four dollars and sixty cents (\$64.60) per month.

(E) During calendar year 2007, eighty dollars and eighty cents (\$80.80) per month.

(F) During calendar year 2008, ninety-seven dollars (\$97) per month.

(2) Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

(c) A contracting agency may, notwithstanding the equal contribution requirement of subdivision (b), establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly contribution for annuitants is annually increased to equal an amount not less than the number of years that the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees. This annual adjustment to the minimum monthly employer contribution for an annuitant as authorized by this subdivision shall not exceed one hundred dollars (\$100). This subdivision shall only apply to agencies that first become subject to this part on or after January 1, 1986.

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 22920-22939

22920. The following entities are eligible to become subject to this part:

(a) A contracting agency, as defined in Section 20022, a county or special district subject to the County Employees Retirement Law of 1937 (Chapter 3 (commencing with Section 31450) of Part 3 of Division 4 of Title 3), and a school employer.

(b) A public body or agency of or within the state that is not subject to Part 3 (commencing with Section 20000) of the **Government Code** or the County Employees Retirement Law of 1937 (Chapter 3 (commencing with Section 31450) of Part 3 of Division 4 of Title 3), and that provides a retirement system for its employees funded wholly or in part by public funds.

(c) The protection and advocacy agency described in subdivision (h) of Section 4900 of the Welfare and Institutions **Code**, if the agency obtains a written advisory opinion from the United States Department of Labor stating that the organization is an agency or instrumentality of the state or a political subdivision thereof within the meaning of Chapter 18 (commencing with Section 1001) of Title 29 of the United States **Code**.

22922. (a) A contracting agency and its employees and annuitants shall be subject to this part upon filing with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote and shall be effective at the time provided in board regulations.

(b) A contracting agency may become subject to this part with respect to a recognized employee organization. The resolution filed with respect to a contracting agency pursuant to subdivision (a) shall specify the recognized employee organizations to which the resolution applies.

(c) Pursuant to Section 22796 and subdivision (g) of Section 22934, the board may by regulation require any contracting agency that elects to become subject to this part to meet certain board-determined criteria, including, but not limited to, additional requirements for any contracting agency that elects to become subject to this part that previously terminated coverage pursuant to Section 22938.

22927. Notwithstanding any other provision of this part, a contracting agency that is a city and county shall be subject to this part only with respect to employees who upon entering city and county employment from state employment had an option under state statutes to continue enrollment under this part.

22928. When a hospital becomes a contracting agency pursuant to subdivision (p) of Section 20057, its employees shall be deemed city employees for purposes of this part until the hospital enacts its own resolution or acts officially to terminate its participation under

Section 7506.5. The direct deposit shall discharge the state agency's obligation in respect to that payment.

7506.5. The Controller shall make an agreement with one or more financial institutions participating in the Automated Clearing House pursuant to the local rules, and shall establish a program, for the direct deposit by electronic fund transfer of the benefits, after any withholding required by law and authorized deductions, of any person entitled to the receipt of benefits from any state retirement system who authorizes the direct deposit thereof by electronic fund transfer into the person's account at the financial institution of his or her choice.

7507. (a) For the purpose of this section:

(1) "Actuary" means an actuary who is an associate or fellow of the Society of Actuaries.

(2) "Future annual costs" includes, but is not limited to, annual dollar changes, or the total dollar changes involved when available, as well as normal cost and any change in accrued liability.

(b) (1) Except as provided in paragraph (2), the Legislature and local legislative bodies, including community college district governing boards, when considering changes in retirement benefits or other postemployment benefits, shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other postemployment benefits.

(2) The requirements of this subdivision do not apply to:

(A) An annual increase in a premium that does not exceed 3 percent under a contract of insurance.

(B) A change in postemployment benefits, other than pension benefits, mandated by the state or federal **government** or made by an insurance carrier in connection with the renewal of a contract of insurance.

(c) (1) (A) With regard to local legislative bodies, including community college district governing boards, the future costs of changes in retirement benefits or other postemployment benefits, as determined by the actuary, shall be made public at a public meeting at least two weeks prior to the adoption of any changes in public retirement plan benefits or other postemployment benefits. If the future costs of the changes exceed one-half of 1 percent of the future annual costs, as defined in paragraph (2) of subdivision (a), of the existing benefits for the legislative body, an actuary shall be present to provide information as needed at the public meeting at which the adoption of a benefit change shall be considered. The adoption of any benefit to which this section applies shall not be placed on a consent calendar.

(B) The requirements of this paragraph do not apply to:

(i) An annual increase in a premium that does not exceed 3 percent under a contract of insurance.

(ii) A change in postemployment benefits, other than pension benefits, mandated by the state or federal **government** or made by an insurance carrier in connection with the renewal of a contract of insurance.

(2) With regard to the Legislature, the future costs as determined by the actuary shall be made public at the policy and fiscal committee hearings to consider the adoption of any changes in public

retirement plan benefits or other postemployment benefits. The adoption of any benefit to which this section applies shall not be placed on a consent calendar.

(d) Upon the adoption of any benefit change to which this section applies, the person with the responsibilities of a chief executive officer in an entity providing the benefit, however that person is denominated, shall acknowledge in writing that he or she understands the current and future cost of the benefit as determined by the actuary. For the adoption of benefit changes by the state, this person shall be the director of the Department of Personnel Administration.

(e) The requirements of this section do not apply to a school district or a county office of education, which shall instead comply with requirements regarding public notice of, and future cost determination for, benefit changes that have been enacted to regulate these entities. These requirements include, but are not limited to, those enacted by Chapter 1213 of the Statutes of 1991 and by Chapter 52 of the Statutes of 2004.

7507.2. (a) There is hereby enacted the California Actuarial Advisory Panel. The panel shall provide impartial and independent information on pensions, other postemployment benefits, and best practices to public agencies and shall meet quarterly.

(b) The responsibilities of the California Actuarial Advisory Panel shall include, but are not limited to:

(1) Defining the range of actuarial model policies and best practices for public retirement plan benefits, including pensions and other postemployment benefits.

(2) Developing pricing and disclosure standards for California public sector benefit improvements.

(3) Developing quality control standards for California public sector actuaries.

(4) Gathering model funding policies and practices.

(5) Replying to policy questions from public retirement systems in California.

(6) Providing comment upon request by public agencies.

(c) The California Actuarial Advisory Panel shall consist of eight members. Each member shall be an actuary, as defined in Section 7507, with public sector clients. Members shall be appointed by the entities listed below, and each member shall serve a three-year term, provided that, in the initial appointments only, the panelists named by the University of California, the Senate, and one of the panelists named by the Governor shall serve two-year terms. The Governor shall appoint two panelists, and one panelist shall be appointed by each of the following:

(1) The Teachers' Retirement Board.

(2) The Board of Administration of the Public Employees' Retirement System.

(3) The State Association of County Retirement Systems.

(4) The Board of Regents of the University of California.

(5) The Speaker of the Assembly.

(6) The Senate Committee on Rules.

(d) The California Actuarial Advisory Panel shall be located in the Controller's office, which shall provide support staff to the panel.

(e) The opinions of the California Actuarial Advisory Panel are nonbinding and advisory only. The opinions of the panel shall not, in any case, be used as the basis for litigation.

(f) A member of the California Actuarial Advisory Panel shall



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Surplus Fixed Assets		

AGENDA DESCRIPTION:

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

Consider declaring following fixed assets surplus:
Xerox Copier Model CC32C Serial Number KMM011462
Xerox Copier Model WCP40C Serial Number KMM011918
Xerox Copier Model WCP265C Serial Number UTU906611
Xerox Copier Model C-55 Serial Number NWL021946
Xerox Copier Model DC430 Serial Number UHG026623

RECOMMENDED ACTION:

Declare the five copiers surplus and authorize disposal.

FISCAL IMPACT:

FY 12/13 \$500

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:

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[Staff Report](#)

History

Time	Who	Approval
11/20/2012 6:06 PM	County Administrative Office	Yes
12/3/2012 3:59 PM	County Counsel	Yes
11/15/2012 12:22 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: December 11, 2012
To: Honorable Board of Supervisors
From: Brian Muir, Director of Finance
Subject: Surplus Fixed Assets

Recommended Action:

Declare following fixed assets surplus and authorize disposal:

Xerox Copier Model CC32C Serial Number KMM011462
Xerox Copier Model WCP40C Serial Number KMM011918
Xerox Copier Model WCP265C Serial Number UTU906611
Xerox Copier Model C-55 Serial Number NWL021946
Xerox Copier Model DC430 Serial Number UHG026623

Fiscal Impact:

FY 12/13 \$500

Discussion:

The five copiers were purchased between 2002 and 2005. All have exceeded their estimated life and are fully depreciated. They are old technology their hard discs cannot be erased and must be destroyed. Since there is no market for superannuated copiers with no hard discs, the cost of disposal, including recycling charges, is estimated at no more than \$500.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	No Correspondence		

AGENDA DESCRIPTION:

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
12/3/2012 1:29 PM	Clerk of the Board	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Sheriff Coroner
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Sheriff Richard C. Scholl
SUBJECT	Appointment of Undersheriff Ralph Obenberger to Fill the Unexpired Term of Sheriff-Coroner Richard Scholl		

AGENDA DESCRIPTION:

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

Sheriff Richard C. Scholl has decided to retire from his elected position as Sheriff-Coroner of Mono County effective December 20, 2012. The unexpired term continues until December 2014. It is imperative that the County have a person in place as the Sheriff-Coroner to perform all mandated functions and responsibilities as required in the Government Code.

RECOMMENDED ACTION:

Recommend that the Board of Supervisors appoint Undersheriff Ralph Obenberger fulfill the remaining unexpired term of Sheriff-Coroner upon the current Sheriff's retirement to be effective at 5:00 p.m. on December 20, 2012.

FISCAL IMPACT:

There is no increase or decrease to the current budget for the position of Sheriff-Coroner; however, there could be savings realized with the realignment of the management positions within the Sheriff's Office. Actual costs savings are unknown at this time.

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:

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 [Staff Report for Appointment of Undersheriff to Sheriff](#)

History

Time	Who	Approval
11/21/2012 2:55 PM	County Administrative Office	Yes
12/3/2012 4:01 PM	County Counsel	Yes
11/26/2012 1:40 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: December 11, 2012
TO: Honorable Chair and Members of the Board of Supervisors
FROM: Richard C. Scholl, Sheriff-Coroner
SUBJECT: Appointment to fulfill the unexpired term of Sheriff-Coroner Richard Scholl

RECOMMENDATION:

Recommend that the Board of Supervisors appoint Undersheriff Ralph Obenberger to fulfill the remaining unexpired term of Sheriff-Coroner upon the current Sheriff's retirement to be effective at 5:00 p.m. on December 20, 2012.

DISCUSSION:

As you are aware, I have decided to retire from my elected position as the Sheriff-Coroner of Mono County effective December 20, 2012. The unexpired term continues until December 2014. It is imperative that the County have a person in place as the Sheriff-Coroner to perform all mandated functions and responsibilities as required in the Government Code.

Ralph Obenberger has been the Undersheriff for Mono County since December 29, 2007. He has held the trust to run the operations of the Sheriff's Office since that time and remains actively involved in all aspects of the Sheriff's Office. Undersheriff Obenberger has been the Chief Deputy Coroner, and is currently the Jail Administrator along with many other duties and assignments. Undersheriff Obenberger knows all facets of the Sheriff's Office and will be responsive to the needs of the employees and accountable and responsive to the needs of the communities we serve.

I have full faith and confidence in the abilities of Ralph Obenberger and this appointment will provide a continuity of leadership in the Sheriff's Office.

FISCAL IMPACT:

There is no increase or decrease to the current budget for the position of Sheriff-Coroner; however, there could be savings realized with the realignment of the management positions within the Sheriff's Office. Actual costs savings are unknown at this time.

Respectfully submitted,
RICHARD C. SCHOLL
Sheriff-Coroner
County of Mono



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Sheriff Coroner
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Judge Eller and Ralph Obenberger
SUBJECT	Swearing In of Newly Appointed Sheriff-Coroner, Ralph Obenberger		

AGENDA DESCRIPTION:

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

Swearing in of newly appointed Sheriff-Coroner Ralph Obenberger. Judge Stan Eller will administer the oath of office.

RECOMMENDED ACTION:

No action requested from Board of Supervisors. Judge Eller will administer Ralph Obenberger's oath of office.

FISCAL IMPACT:

None.

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:

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No Attachments Available

History

Time

Who

Approval

11/14/2012 3:04 PM	County Administrative Office	Yes
12/3/2012 4:03 PM	County Counsel	Yes
11/26/2012 1:41 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Byng Hunt, Vice Chair
SUBJECT	Recognition of Out-going Board Members		

AGENDA DESCRIPTION:

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

Acknowledge the out-going Board Members and recognize their years of service.

RECOMMENDED ACTION:

None.

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:

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No Attachments Available

History

Time

Who

Approval

11/30/2012 5:04 PM	County Administrative Office	Yes
12/3/2012 4:04 PM	County Counsel	Yes
11/27/2012 3:38 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 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)

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.

RECOMMENDED ACTION:

Adopt proposed ordinance.

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:

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[Staff Report](#)

[Ordinance Amending PERS contract](#)

History

Time	Who	Approval
11/14/2012 1:16 PM	County Administrative Office	Yes
12/3/2012 3:58 PM	County Counsel	Yes
11/14/2012 12:05 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: December 13, 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:

Adopt 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.



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6 **ORDINANCE NO. _____**
7 **BOARD OF SUPERVISORS, COUNTY OF MONO**

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

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

12 Section 1.

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

17 Section 2.

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

20 Section 3.

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

27 Section 4.

28 This Ordinance shall be in full force and effect at 12:01 a.m. on the fifteen (15th) day after
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

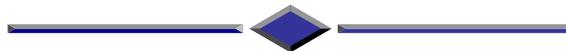
15
16 BY: SHANNON KENDALL, DEPUTY
17 **MARSHALL S. RUDOLPH**
18 **COUNTY COUNSEL**

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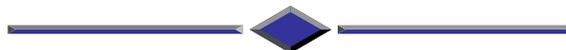
EXHIBIT

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS	HR		
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Julie M. Tiede
SUBJECT	Approval to fill Vacant Program Manager position with Social Worker Supervisor II and backfill any vacancy created by such		

AGENDA DESCRIPTION:

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

Request for approval for the Department of Social Services to under fill the vacant Program Manager position with a Social Worker Supervisor II. Additionally to allow the Department of Social Services to back fill any vacancy created by the filling of such position with a Social Worker I/II.

RECOMMENDED ACTION:

Approve the Department of Social Services to under fill the vacant Program Manager position with a Social Worker Supervisor II. Additionally to allow the Department of Social Services to fill any vacancy created through an internal recruitment of a Social Worker Supervisor II with a Social Worker I/II.

FISCAL IMPACT:

The annual cost of the Social Worker Supervisor II (Range 80 E), salary and benefits, is estimated to be \$137,502.48 (\$86,760.00 salary, \$50,742.48 benefits). Based on an estimated County share of cost of 8.5% the annual impact to the County General Fund for salary and benefits would be \$11,688.00 with the remainder paid by the Department of Social Services. It should be noted that higher position of Program Manager was fully budgeted for in Fiscal Year 2012-2013. In the event the filling of this position creates a vacancy and approval is given to fill such vacancy the annual cost of the Social Worker I/II, salary and benefits is estimated to be \$64,153.00 (\$36,672 salary, \$27,481.00 benefits). Based on an estimated County share of cost of 8.5% the annual impact the County General Fund would be \$5,453.00 with the remainder paid by the Department of Social Services.

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: Julie M. Tiede

PHONE/EMAIL: 760-924-1790 / jtiede@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Social Worker Supervisor Position](#)

History

Time	Who	Approval
11/21/2012 2:56 PM	County Administrative Office	Yes
12/3/2012 3:58 PM	County Counsel	Yes
11/27/2012 4:45 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

P.O. Box 576 • Bridgeport • California • 93517-0576

JULIE TIEDE
Director

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

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

Staff Report



TO: Mono County Board of Supervisors

FROM: Julie Tiede, Director of Social Services 

DATE: November 22, 2012

SUBJECT: Approval to fill Vacant Program Manager position with Social Worker Supervisor II and backfill any vacancy created by such

DISCUSSION:

The Mono County Department of Social Services is requesting to *under* fill a vacant Program Manager Position with a Social Worker Supervisor II. Merit System Services, the Personnel system that Social Services is mandated to use, has approved of such request contingent on the Board of Supervisors' approval. A copy of the letter from Merit System indicating this is attached to this report.

Mono County Department of Social Services has unsuccessfully been recruiting for a Program Manager for Services for the last 11 months. This vacancy has made it extremely difficult on staff and has left a void in supervision. In requesting this position to be under filled, Social Services intends to initiate an internal recruitment and will look within existing staff to promote. This will create opportunities within the staff and provide recognition for the hard work and expertise of staff. As such, should Social Services be successful in internally recruiting for this position it is additionally requesting the ability to back fill any vacancy created by the internal recruitment. It should be noted that by under filling this position the Director will be required to perform additional duties previously intended to be performed by the Program Manager and as indicated in the attached letter. However, it is believed that by under filling this position there will be a cost savings to both Social Services and the County, it will create opportunities for existing staff within the Department and will maintain the performance of essential job functions.

FISCAL IMPACT:

The annual cost of the Social Worker Supervisor II (Range 80 E), salary and benefits, is estimated to be \$137,502.48 (\$86,760.00 salary, \$50,742.48 benefits). Based on an estimated County share of cost of 8.5% the annual impact to the County General Fund for salary and benefits would be \$11,688.00 with the remainder paid by the Department of Social Services. It should be noted that higher position of Program Manager was fully budgeted for in Fiscal Year 2012-2013.

In the event the filling of this position creates a vacancy and approval is given to fill such vacancy the annual cost of the Social Worker I/II, salary and benefits is estimated to be \$64,153.00 (\$36,672 salary,

\$27,481.00 benefits). Based on an estimated County share of cost of 8.5% the annual impact the County General Fund would be \$5,453.00 with the remainder paid by the Department of Social Services.

RECOMMENDATION:

To approve the Department of Social Services' under filling the existing vacant Program Manager position with a Social Worker Supervisor II position and to approve the filling of any vacancy created by an internal recruitment with a Social Worker I/II.



November 7, 2012

Julie Tiede
Director of Social Services
County of Mono, Department of Social Services
P.O. Box 576
Bridgeport, CA 93517

Dear Julie,

It is the understanding of Merit System Services (MSS) that the County is currently not in a position to fill a vacant Program Manager I position.

Background: On January 5, 2011, MSS responded to a request from the Department to review proposed duties for a new position. After a review of the overall scope and responsibilities of the position, MSS determined that the appropriate classification for the position was Program Manager I, as the position at that time had responsibility for management and oversight of Child Welfare and Adult Services, including Adult Protective Services and In-Home Supportive Services. As reported by the Department, the position at that time was also responsible for overseeing the Senior Program. Although the Senior Program is a non-welfare funded program, it was determined that because the Child Welfare and Adult Services programs are significant in size and scope, that the position would be most appropriately allocated as a Program Manager I.

The Program Manager I position was previously occupied; however, the position is now vacant. Due to various factors to include recruitment and retention matters, as well as restructuring overall duties and responsibilities, the Department requested the position be under-filled as a Social Worker Supervisor II at this time, while maintaining the allocation of Program Manager I should this be a consideration in the future.

The proposed Social Worker Supervisor II position will not oversee the Senior Program; have minimal budgetary responsibilities and no management program oversight. These responsibilities will be handled by the Director. Instead the proposed Social Worker Supervisor II position will be responsible for complex social worker cases, supervision of lower level social work case management staff, to include a Vocational Assistant position, as described below.

Methodology: The Department requested that Merit System Services (MSS) review the duties and responsibilities of the vacant position in that the department wishes to under-fill at the Social Worker Supervisor II level. More specifically, on October 24, 2012, the Department submitted a Position Description Questionnaire (PDQ) to include the proposed duties and responsibilities of the position in question. The PDQ was submitted in response to a prior phone conversation that we had with regard to your needs to fill the position based upon the current needs and outreach options at this time. Additionally, you provided further detail via email and by phone on October 25th and October 30th as to the duties and responsibilities of the position. An updated organizational chart was also provided for

241 Lathrop Way
Sacramento, CA 95815
916.263.3614
916.648.1211 fax
www.mss.ca.gov

clarification in overall responsibility. More specifically, and as outlined in the PDQ, the proposed duties and corresponding percentages of times for the position are as follows:

- Reviews and assigns case work to lower level Social Worker staff, to include two Social Worker IVs (only one currently encumbered), 1 Social Worker III (currently recruiting to fill vacancy), two Social Worker I/IIIs (currently encumbered), and a Vocational Assistant position (currently encumbered). 30% of the time
- Monitors casework for quality assurance, performance, and compliance matters, as required by the State. 15% of the time
- Performs outreach for the community and attends community functions related to Social Services. 5% of the time
- Performs the full range of supervisory duties to include the preparation of performance evaluations for review by the Director, addressing performance issues and progressive discipline matters, works with the Director (and County Counsel as needed) to ensure that the progressive discipline process was appropriate and lawful; keeps Director apprised of the status. 15% of the time
- Identifies training needs of staff; works with the training coordinator if necessary to secure adequate training. If outside training is not needed, this position would provide training to staff. 5% of the time
- Facilitates team meetings on a daily basis with services staff regarding case work (e.g., discuss pros/cons of a probate conservatorship matter – making a decision on placement). 10% of the time
- Reviews, interprets, and assists in implementing rules, policies, and procedures, to include, but not limited to, court reports and case plans, internal policies and procedures, quality assurance data, as well as other state mandated reports. 10% of the time
- Performs and assists in the most difficult case work. 10% of the time

As noted above, this position will have overall responsibility for overseeing, supervising, and directing the work for lower level Social Worker staff, as well as a Vocational Assistant position. Additionally, as noted above, this position will perform the full range of supervisory duties for lower level staff. While the current organizational chart has the Program Manager I position overseeing the work for both the Senior program, as well as the Social Workers and Vocational Assistant, the Director indicated in a follow-up email dated October 25, 2012, that the Senior Program will not fall under the responsibility of the proposed Social Worker Supervisor II position.

Recommendation: Based upon the above described duties, MSS recommends the position be under-filled as a Social Worker Supervisor II. While the position will be allocated at the Program Manager I level, the County is to be advised that while under-filling, the duties need to fall within the duties described above to ensure the position is consistent with the Social Worker Supervisor II classification. If the duties or Department's needs change, MSS should be consulted to determine the appropriate classification.

Once the County has Board approval to under-fill the position as a Social Worker Supervisor II, the County is to provide MSS with the Board minutes. At the County's request, MSS will then proceed with a recruitment to fill the vacancy.



Please note that all appointments to positions in the Interagency Merit System shall be as a result of certification from eligible lists. Pertinent provisions as outlined in the Local Agency Personnel Standards (LAPS), to include, but not limited to Section 17458, Establishment of Eligible Lists, shall not be applied in a manner which circumvents the general requirement that appointments shall be made on the basis of competition.

Should you require any further clarification on the contents of this correspondence, please feel free to contact Lisa Schroffel at lschroffel@cps.ca.gov or by phone at 916-471-3402. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tameka Usher". The signature is written in a cursive style with a large initial "T".

Tameka Usher
MSS Program Manager

241 Lathrop Way
Sacramento, CA 95815
916.263.3614
916.648.1211 fax
www.mss.ca.gov



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Public Works - Solid Waste Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino
SUBJECT	Solid Waste Fees--Public Hearing		

AGENDA DESCRIPTION:

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

Public hearing regarding increase of Solid Waste gate fees.

RECOMMENDED ACTION:

Conduct public hearing. Approve preferred alternative, as presented or as amended, or reject all alternatives. Consider and possibly approve proposed resolution. Provide any desired direction to staff related to additional actions necessary to address budget issues with the Solid Waste Enterprise Fund.

FISCAL IMPACT:

Will depend on Board direction. A rejection of fee increases or other appropriate action could result in additional funds being needed from the General Fund in excess of \$200,000 per year. Fee increases as presented could result in as much as \$346,000 revenue to the Solid Waste Enterprise Fund which would be generated from system users.

CONTACT NAME: Tony Dublino

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff](#)

- [📄 resolution](#)
 - [📄 Exhibit A](#)
 - [📄 Exhibit B](#)
 - [📄 Options](#)
 - [📄 Correspondence](#)
-

History

Time	Who	Approval
11/20/2012 6:06 PM	County Administrative Office	Yes
12/4/2012 5:41 PM	County Counsel	Yes
12/3/2012 12:17 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

Date: December 11, 2012
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Solid Waste Budget—Proposed Gate Fee Increase and Cost Cutting Measures

Recommended Action:

Conduct Public Hearing.

Provide direction to staff relating to the Solid Waste Enterprise Fund and direct staff to implement cost cutting measures as appropriate.

Consider and potentially adopt Resolution No. R12-____, "A Resolution of the Mono County Board of Supervisors to Increase Certain Gate Fees for County Solid Waste Facility Services," including selected alternative and amendments as necessary.

Fiscal Impact:

Board direction will determine the fiscal impact of this item. If the staff recommendation is accepted, the estimated fiscal impact to the Solid Waste Enterprise Fund would be a positive \$447,000 (estimated revenue generation of \$218,000, and reduction in expenses of \$229,000). If that recommendation were followed, the total impact to the General Fund would be approximately \$1.95 million, as 10 years of annual debt payments would be forgiven.

Discussion:

During the August 28, 2012 Budget Hearing, the Board was faced with a request for a \$450,000 loan to cover an anticipated budget shortfall in the Solid Waste Enterprise Fund. This request was preceded by (approved) loans of \$1.2 million and \$750,000 in the prior two fiscal years. The Board approved a reduced budget line item for \$225,000 in August, and provided additional direction for staff to develop potential solutions to the program's persistent budget shortfall.

The direct cause of the current budget shortfalls has been the decrease in tonnage, and associated tipping fees, that occurred as a result of the economic downturn in 2008. Fees were increased in 2009 to compensate, but tonnage continued to plummet and the deficit widened. The program suffered 2 years of significant losses and associated loans before the Board acted in May of 2011 to increase tipping fees and cut costs, which has made a major correction in the program's deficit but has not proven adequate.

Because this is the third fee increase in the last 4 years, there is a perception that an increase today might be yet another link in the inevitable chain of fee increases for Solid Waste. This most certainly is not staff's desired approach. The staff recommendation is one that will solve the deficit, and provide a reasonable contingency for future investments. Tonnage at the landfill has finally stabilized, so there is confidence that (absent a major shift in waste volume), the proposed fees will allow the program to maintain financial solvency.

Staff presented preliminary concepts to achieve that solvency to the Board on November 6th, 2012. Based on Board feedback and comments on those concepts, 6 alternatives were developed. The alternatives represent 3 basic approaches (A, B, and C), with 2 increases per approach (1 and 2). The respective increases represent one that would be sufficient with additional cost-cutting (1), and one that would be sufficient without additional cost-cutting (2). The approaches can be summarized as follows: "A" represents an approach whereby specific waste streams, at all sites, are targeted for increase. "B" represents the same targeted approach, with lower increases at the landfills and additional fees at the Transfer Stations to compensate for the cost of transportation of waste to a disposal site. "C" represents a straight percentage, across-the-board increase of all fees at all sites.

Those alternatives, and background materials explaining them, have been posted to the county's website and have been distributed at all transfer stations and landfills. Notices of this hearing, with links to the background materials, have been widely distributed to all RPAC mailing lists. The Mono County Solid Waste Task Force has been involved in the development of these alternatives, and will consider a recommendation at their December 6th meeting that will be brought to the Board.

In November of 2012, the Environmental Services Joint Powers Authority (Solid Waste-related subcommittee of the Regional Council of Rural Counties) circulated a survey for member response, which included gate fees for various types of waste. As of December 3, 2012, seven counties had responded, including Mono County. The following rates apply for household garbage:

Jurisdiction	Minimum Fee	Price Per Cubic Yard	Self Haul Per Ton	Franchise Haul Per Ton
Del Norte County	\$ 6.90		\$ 138.16	\$ 138.16
Lassen County	\$ 5.00	\$ 15.00	\$ 150.00	(at 200 lbs per cy)
Mariposa County	\$ 5.00	\$ 30.00	\$ 300.00	(at 200 lbs per cy)
Siskiyou County	\$ 5.00	\$ 6.75	\$ 23.00	\$ 56.00
Trinity County				
with parcel fee		\$ 13.50	\$ 135.00	\$ 135.00
without parcel fee		\$ 40.50	\$ 405.00	\$ 405.00
Tuolumne County	\$ 4.00	\$ 15.00	\$ 96.85	\$ 88.95
Mono County	\$	\$ 8.50	\$ 68.50	\$ 68.50

Staff Recommendation

It is staff's recommendation that the Board adopt Alternative B-1 to increase fees, and to cut program expenses by maintaining a vacancy at the Benton Crossing Landfill created by a recent retirement, and by forgiving the General Fund loans of \$1,950,000.

If you have any questions regarding this item, please contact me at 760.932.5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent

- Attachments: Draft Resolution (with attached definitions & fee schedule)
Exhibit A—Alternatives
Exhibit B—Current Gate Fees



RESOLUTION NO. R12-_____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
TO INCREASE CERTAIN GATE FEES FOR COUNTY
SOLID WASTE FACILITY SERVICES**

WHEREAS, state law authorizes counties to acquire, construct, improve, operate, maintain, repair, or manage all or any part of an “enterprise,” which term is defined as including garbage “dumps” and “other disposal facilities;” and

WHEREAS, Mono County’s Solid Waste Program consists of the acquisition, construction, improvement, operation, maintenance, repair, and/or management of solid waste facilities – specifically, garbage “dumps” (i.e., landfills) and “other disposal facilities” (e.g., transfer stations); and

WHEREAS, state law authorizes counties to “prescribe, revise, and collect charges for the services furnished by the enterprise,” provided such charges are not “excessive” nor “discriminatory” and do not exceed the reasonable costs of providing those services; and

WHEREAS, charges for solid waste facility services may fairly be based on the weight or volume of garbage being brought into solid waste facilities (“gate fees”) and, in the case of certain items of garbage requiring special handling, on a per-item basis (“special waste fees”); and

WHEREAS, it is necessary to prescribe charges in the form of such “gate fees,” “special waste fees,” and “non-participant surcharges” for the services furnished by County solid waste facilities in order to fund the County’s Solid Waste Program; and

WHEREAS, the Board of Supervisors has previously adopted Resolution Nos. 98-27, R00-110, R01-068, R02-103, R06-37, R09-49, R11-24, which have incorporated a fee schedule establishing “gate fees,” “special waste fees,” and “non-participant surcharges” to be charged by the County’s Department of Public Works to recover its costs to operate County solid waste facilities; and

1
2 **WHEREAS**, the existing parcel fee imposed by Mono County and the current “gate fees,” “special
3 waste fees” and “non-participant surcharges” are inadequate to fully fund the cost of Mono County’s
4 Solid Waste Program; and

5 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as follows:
6

- 7 1. The charges described in Alternative _____ of Exhibit “A” (which is attached hereto and
8 incorporated by this reference) for services provided by County solid waste facilities (as set forth in
9 Exhibit “B,” which is attached hereto and incorporated by this reference, as modified to reflect the
10 selected Alternative) are neither discriminatory nor excessive, do not exceed the County’s
11 reasonable costs to provide the services, and are necessary to fund the County’s Solid Waste
12 Program.
- 13 2. A public hearing regarding such charges was properly noticed and held by the Board of Supervisors
14 in compliance with Government Code Section 54354.5.
- 15 3. Alternative _____ of Exhibit “A” is hereby adopted. Exhibit “B” shall be updated to reflect the
16 direction provided by that Alternative and the gate fees set forth therein shall replace those gate fees
17 previously adopted by Resolutions No. 98-27, R00-110, R01-068, R02-103, and R06-37, R09-49,
18 R11-24.
- 19 4. The Director of Public Works or his designee is hereby authorized and directed to collect such
20 revised charges on behalf of the County from all persons or entities using County solid waste
21 facilities beginning on January 1, 2013. The charges collected pursuant to this resolution shall be
22 deposited into the Mono County Solid Waste Enterprise Fund, previously established by Resolution
23 No. 98-28.
- 24 5. This resolution shall supersede any prior Board resolutions with which it may be inconsistent,
25 including, but not limited to, Resolutions No. 98-27, R00-110, R01-068, R02-103, R06-37, R09-49
26 and R11-24. In the event that a portion of this resolution (including exhibits “A” and “B” (as
27 modified) is ever declared unconstitutional, invalid, or otherwise unenforceable by a court of
28 competent jurisdiction, such portion shall be severable from the remaining provisions of this
resolution, which the Board of Supervisors declares it would have adopted even without the severed
portion(s).

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APPROVED AND ADOPTED this 11th day of December, 2012, by the following vote of the Board of Supervisors, County of Mono:

- AYES** :
- NOES** :
- ABSENT** :
- ABSTAIN** :

Vikki Magee-Bauer, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel

EXHIBIT "A"

PROPOSED ALTERNATIVES

(Effective January 1, 2013)

Alternative A1—Targeted Fee Increase with Expense Reduction

MSW Fees from \$68.50/ton to \$75.35/ton (10%)
Building C&D: from \$50/ton to \$75.35/ton (50%)
Large Inerts: from \$22/ton to \$33/ton (50%)
Impose \$5 minimum on all organics and soil deliveries

Alternative A2—Targeted Fee Increase without Expense Reduction

MSW Fees from \$68.50/ton to \$82.20/ton (20%)
Building C&D: from \$50/ton to \$82.20/ton (65%)
Large Inerts: from \$22/ton to \$36/ton (65%)
Impose \$5 minimum on all organics and soil deliveries

Alternative B1—Targeted Fee Increase and “Transportation Surcharge” with Expense Reduction

MSW Fees from \$68.50/ton to \$74/ton (8%)
Building C&D: from \$50/ton to \$74/ton (48%)
Large Inerts: from \$22/ton to \$33/ton (50%)
Transportation Surcharge at Transfer Stations of \$20/ton
Impose \$5 minimum on all organics and soil deliveries

Alternative B2—Targeted Fee Increase and “Transportation Surcharge” without Expense Reduction

MSW Fees from \$68.50/ton to \$79/ton (15%)
Building C&D: from \$50/ton to \$79/ton (58%)
Large Inerts: from \$22/ton to \$33/ton (50%)
Transportation Surcharge at Transfer Stations of \$30/ton
Impose \$5 minimum on all organics and soil deliveries

Alternative C1—Across-the-board 15% Solid Waste Fee Increase with Expense Reduction

MSW \$68.50/ton – \$79/ton
Building C&D: \$50/ton to \$57.5/ton
Large Inerts: \$22/ton to 25.30/ton
\$5 Minimum to \$5.75

Alternative C2—Across-the-board 25% Solid Waste Fee Increase without Expense Reduction

MSW \$68.50/ton – \$85.65/ton
Building C&D: \$50/ton to \$62.50/ton
Large Inerts: \$22/ton to 27.50 ton
\$5 Minimum to \$6.25

GATE FEE SUMMARY (Tonnage-Based)
Benton Crossing / Bridgeport / Pumice Valley / Walker
Mono County Solid Waste Program

Category / Item Description	Unit Cost
BASE RATE (Basis of Gate Fee for All Municipal Solid Waste)	\$68.50 per ton
Minimum Gate Fee	\$5.00 per load
Mixed Household and Commercial Waste	\$68.50 per ton
Construction and Demolition (C&D) Waste.	
Mixed Building C&D Debris (mixed lumber, drywall, shingles, other bldg. debris)	\$50.00 per ton
Inert Construction and Demolition Debris.	
Clean loads of gravel, soil, or asphalt grindings (pieces no larger than 6" at its largest dimension)	No Charge
Clean loads of small broken asphalt or concrete only (pieces no larger than 12" at its largest dimension)	\$11.00 per ton
Mixed inert debris or loads of large concrete / asphalt chunks	\$22.00 per ton
Wood, Green Waste, and Similar Organics.	
Organics (clean loads of bark, hay, manure, grass clippings, sod, tumbleweeds)	No Charge
Wood (clean loads of scrap wood, lumber, prunings, brush, tree limbs)	\$17.25 per ton
Tree Trunks (dia. > 18") and Stumps (accepted only at Benton Crossing)	\$68.50 per ton
Recyclables, Electronic Waste, Household Hazardous Waste (HHW), Universal Waste.	
Batteries (lead-acid for vehicles or other motor-powered equipment)	No Charge
Recyclables (cardboard, glass / plastic bottles, aluminum cans, other – see gate attendant)	No Charge
Household Hazardous Waste (paint, pesticides, solvents, cleaning products, other HHW)	No Charge
Universal Wastes (fluorescent tubes, household batteries, mercury devices, etc.)	No Charge
Used Motor Oil or Oil Filters	No Charge
Cathode Ray Tubes (televisions & computer monitors)	\$5.50 ea. + \$17.25 per ton
Tires.	
Whole Tires.	
Passenger car / truck tires (dia. < 42" or width < 11")	\$5.50 ea. + \$17.25 per ton
Oversized tires and tractor tires (dia. > 42" or width > 11")	\$65.75 ea. + \$17.25 per ton
Additional surcharge for any tire still on the rim	\$5.50 ea. + \$17.25 per ton

continued...

EXHIBIT "B"

Gate Fee Summary (Tonnage-Based)

Effective May 1, 2011

Category / Item Description	Unit Cost
Scrap Metal and Appliances.	
Scrap Metal (clean loads of scrap metal, including metal trailers, motorcycles, car parts) ¹	\$17.25 per ton
Auto Bodies ¹ (accepted at Benton Crossing only)	\$16.50 ea. + \$17.25 per ton
Refrigerated Appliances ²	\$24.75 ea. + \$17.25 per ton
Non-Refrigerated Appliances ²	\$11.50 ea. + \$17.25 per ton
Animal Carcasses (Benton Crossing Only).	
Small – weighing less than 50 lbs. (e.g., cat, small dog)	\$5.00 each
Medium – weighing between 50-200 lbs. (e.g., large dog, goat, sheep)	\$10.00 each
Large – weighing over 200 lbs. (e.g., horse, cow, other livestock)	\$25.00 each
Mobile Homes, House Trailers, Campers, Boats (Benton Crossing Only).	
Mobile homes, house trailers, and campers ¹	\$68.50 per ton
Boats and personal watercraft	\$68.50 per ton
Special Handling Items.	
Base Rate	\$68.50 per ton
Additional charge for each half hour required to process the load	\$20.00 per ½-hr
Surcharge for loads larger than <u>16 cubic yards</u> at a transfer station	\$100.00 per load

NOTES:

1. Tires, rims, or appliances included on trailers, vehicles, mobile homes, etc., will be charged applicable fees.
2. Refrigerated appliances include refrigerators, freezers, and air conditioners. Non-refrigerated appliances include dishwashers, dryers, microwaves, ovens, stoves, trash compactors, washers, water heaters, etc.
3. Gate attendant shall use his/her best judgment in assessing the load delivered to the facility and determining the applicable gate fee based upon reasonable inspection and measurement. Such estimate shall be final.
4. Charges may be rounded to the nearest \$0.25. Charges determined on a "per ton" basis may be assessed partial units in increments within the accuracy of the scale equipment.
5. All customers are responsible for ensuring that the full content of their load is disposed in the proper location or storage container. Any portion of a load insufficiently disposed and requiring management by the gate attendant or other site personnel is subject to a processing fee under "Special Handling Items."
6. Barrels, drums, tanks, or any other liquid-tight storage container must be drained of its contents. Any such item greater than 55-gal. capacity that previously stored petroleum-based products is prohibited.

Additional specifications and restrictions apply. Please contact the Mono County Department of Public Works at 760.932.5440 for details, questions, to request a complete fee schedule, or to set up a charge account.

GATE FEE SUMMARY (Volume-Based)
Benton / Chalfant / Paradise
Mono County Solid Waste Program

Category / Item Description	Unit Cost
Minimum Gate Fee	\$5.00 per load
Household and Commercial Waste.	
"First" Garbage Can(s) (up to 110 gallons, or any portion thereof)	\$5.00
Additional Cans (up to 55 gallons each, or any portion thereof)	\$2.50
Mixed Waste, Generally	\$8.50 per cu. yd.
Construction and Demolition (C&D) Waste.	
Mixed Building C&D Debris (mixed lumber, drywall, shingles, other bldg. debris)	\$12.00 per cu. yd.
Inert Construction and Demolition Debris.	
Clean loads of gravel, soil, or asphalt grindings	No Charge (pieces no larger than 6" at its largest dimension)
All other loads of inert debris (concrete, asphalt, and/or other debris)	\$19.75 per cu. yd.
Wood, Green Waste, and Similar Organics.	
Organics (clean loads of bark, hay, manure, grass clippings, sod, tumbleweeds)	No Charge
Wood (clean loads scrap wood, lumber, prunings, brush, tree limbs)	\$5.00 per cu. yd.
PARADISE TS: Wood (Clean loads of scrap wood, lumber, prunings, brush, tree limbs)	\$8.50 per cu. yd.
Tree Trunks (dia. > 18") and Stumps (accepted only at Benton Crossing)	Not Accepted
Recyclables, Electronic Waste, Household Hazardous Waste (HHW), Universal Waste.	
Batteries (lead-acid for vehicles or other motor-powered equipment)	No Charge
Recyclables (cardboard, glass / plastic bottles, aluminum cans, other – see gate attendant)	No Charge
Household Hazardous Waste (paint, pesticides, solvents, cleaning products, other HHW)	No Charge
Universal Wastes (fluorescent tubes, household batteries, mercury devices, etc.)	No Charge
Used Motor Oil or Oil Filters	No Charge
Cathode Ray Tubes (televisions & computer monitors)	\$5.75 each
Tires.	
Whole Tires.	
Passenger car / truck tires (dia. < 42" or width < 11")	\$5.75 each
Oversized tires and tractor tires (dia. > 42" or width > 11")	\$68.50 each
Additional surcharge for any tire still on the rim	\$5.75 each
	continued...

EXHIBIT "B"

Gate Fee Summary (Volume-Based)

Effective May 1, 2011

Category / Item Description	Unit Cost
Scrap Metal and Appliances.	
Scrap Metal (clean loads of scrap metal, including metal trailers, motorcycles, car parts) ¹	\$5.00 per cu. yd.
Auto Bodies ¹ (accepted at Benton Crossing only)	Not Accepted
Refrigerated Appliances ²	\$27.00 each
Non-Refrigerated Appliances ²	\$8.50 each
Animal Carcasses (Benton Crossing LF Only).	Not Accepted
Mobile Homes, House Trailers, Campers (Benton Crossing LF Only).	Not Accepted
Boats and Personal Watercraft (Benton Crossing LF Only).	Not Accepted
Special Handling Items.	
Base Rate	\$8.50 per cu. yd.
Additional charge for each half hour required to process the load.	\$20.00 per ½-hr
Surcharge for loads larger than <u>16 cubic yards</u> at a transfer station.....	\$100.00 per load

NOTES:

1. Tires, rims, or appliances included on trailers, vehicles, mobile homes, etc., will be charged applicable fees.
2. Refrigerated appliances include refrigerators, freezers, and air conditioners. Non-refrigerated appliances include dishwashers, dryers, microwaves, ovens, stoves, trash compactors, washers, water heaters, etc.
3. Gate attendant shall use his/her best judgment in assessing the load delivered to the facility and determining the applicable gate fee based upon reasonable inspection and measurement. Such estimate shall be final.
4. Charges may be rounded to the nearest \$0.25. Charges determined on a "per cubic yard" basis may be assessed partial units in increments of ONE-HALF CUBIC YARD.
5. All customers are responsible for ensuring that the full content of their load is disposed in the proper location or storage container. Any portion of a load insufficiently disposed and requiring management by the gate attendant or other site personnel is subject to a processing fee under "Special Handling Items."
6. Barrels, drums, tanks, or any other liquid-tight storage container must be drained of its contents. Any such item greater than 55-gal. capacity that previously stored petroleum-based products is prohibited.

Additional specifications and restrictions apply. Please contact the Mono County Department of Public Works at 760.932.5440 for details, questions, to request a complete fee schedule, or to set up a charge account.

Option	Estimated Fiscal Impact to SWEF	Estimated Fiscal Impact of Proposal
Revenue Generating		
Gate Fees		
5% increase in MSW Tipping Fee (\$68.50-\$72.00)	\$ 51,223	
10% increase in MSW Tipping Fee (\$68.50-\$75.35)	\$ 100,250	
20% increase in MSW Tipping Fee (\$68.50-\$82.20)	\$ 200,500	
45% Increase in MSW Tipping Fee (\$68.50-\$100)	\$ 461,003	
10% increase of C&D (\$50-\$55)	\$ 15,445	
20% increase of C&D (\$50-\$60)	\$ 30,890	
Increase of C&D to current MSW rate (\$50-\$68.50)	\$ 57,147	
Increase of Inerts (\$22-35)	\$ 30,000	
Creation of \$4 "facility fee" for Transfer Stations	\$ 52,872	
Across the Board 5% tipping fee increase	\$ 66,170	
Across the Board 10% tipping fee increase	\$ 132,340	
Across the Board 20% tipping fee increase	\$ 264,681	
Elimination of Free Items		
Create \$10/ton fee for no charge wood waste/organics	\$ 22,510	
Create \$10/ton tipping fee for no charge clean soil	\$ 7,560	
Increase Parcel Fee (subject to voter approval)		
20% in parcel fee (\$60-\$72)	\$ 146,024	
40% increase in parcel fee (\$60-\$84)	\$ 292,048	
Cost Cutting		
Close Underperforming Transfer Stations		
Benton TS	\$ 40,032	
Paradise TS	\$ 47,640	
Close all Transfer Stations and impose Mandatory Curbside Pickup	\$ 300,000	
Forgive existing General Fund Debt	\$ 195,000	
1 FTE vacancy through Summer 2013	\$ 34,537	
Re-allocate Health Department Fees	\$ 96,000	
Reductions Already Made FY 12/13		
Reduce 'pulls' at Benton, Chalfant and Pumice	\$ 18,900	
New Contract for Water Monitoring and Reporting	\$ 30,000	
Creation of 'Reserve' Accounts		
TOML Diversion Compliance	\$ (150,000)	
Transition	\$ (100,000)	
Contingency at 5%	\$ (130,000)	

TOTAL FISCAL IMPACT TO SWEF

\$ -

Reductions Made Prior to June 2012

<i>A-87 savings/BOS subsidy in FY 11/12</i>	\$	35,000
<i>Cost-Applied Savings for PW and Road Ops staff</i>	\$	50,000
<i>Reduce one FTE at landfill</i>	\$	85,000
<i>Transfer Station Contract</i>	\$	150,000
<i>Time Allocation Study</i>	\$	60,000
Total	\$	380,000

Shannon Kendall

From: Jerry McKinzey [jerry-mckinzey1@hotmail.com]
Sent: Friday, November 23, 2012 2:33 PM
To: Shannon Kendall; D 'Hap' Hazard Contact
Subject: increase in dump fees

Hi guys,

I sending this today as I was just informed by the gal running the dump and have a copy of imposed increases with our dump fees. I understand increase cost, and I hope all involved parties are trying to find ways to save money. I am concerned at what cost to residents and the impact this will have. Maybe I can understand cost are up but is it being run the best it can be, in light of info I have that the recycling creates little or no money when it should be making money and what other ways have been reviewed as to how to make the cost cheaper been look in to? All I see is the need for more money and maybe not as much attention on the processes used.

I am very concerned on the cost to dump organic waste (mainly horse manure), this will increase the cost to have these pets and start to cost as much to dump there waste as it is to feed them. Is this rise in cost a effort to hope the residents will get rid of there animals or move?

I for one am unemployed right now but hope for a turn around, but with all the new cost, Fire Protection fee, Flood Insurance, and now increase in dump fees!!! I hope someone starts to find ways to save money to support the basic needs of the community and make sure those needs are meet without the increased cost to residents.

I wish I had more time to stated my concerns, but if no one will pay to dump manure we will be ran over with fly and other problems which now will become a health concern, do we need that to happen first before we truly understand the needs of our residents. We also need to be concerned if fees are to high folks will not keep there places fire safe, brush and leaves and other items will go unattended and a fire hazard will be created, we have seen great improvement in the way yards look in our area, do not go backwards and stop the progress.

I would love to hear more and hope a better answer is found.

Thanks

Jerry McKinzey 872-5530 Chalfant Valley



Mr Ronald Davis
107719 US Highway 395
Coleville CA 96107-9707

11-29-12

To whom it might concern:

In regard to the notice of proposed alternatives for solid waste fee increases the increase from \$5⁰⁰ to 6²⁵

shouldn't pose a big problem

However to impose mandatory curbside pickup would be a disaster. I have lived in other Calif. sites where curbside pickup prices have soared. That would be very bad for Mono Co. due to illegal dumping, plus

Loss of funds to the
County.

I'm sure we can
work out an alternative
that will not make it
too hard on us who
are on fixed incomes.

Sincerely
Ronald C. Davis



Mr Ronald Davis
107719 US Highway 395
Coleville CA 96107-9707



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Community Development - Planning Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes	PERSONS APPEARING BEFORE THE BOARD	Brent Calloway, Nick Criss
SUBJECT	Public Hearing: General Plan Amendment 12-04, Transient Rental Overlay District & Transient Rental Standards and Enforcement & Accessory Dwelling Units		

AGENDA DESCRIPTION:

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

Public hearing and consideration of proposed General Plan Amendment allowing for the creation in the future of transient rental overlay districts; providing uniform standards and permit requirements for transient rentals within overlay districts; implementing enhanced enforcement for unpermitted rentals outside overlay districts; and restricting the size of accessory dwelling units on parcels less than 1 acre.

RECOMMENDED ACTION:

Adopt Resolution R12-xx, taking actions necessary to approve General Plan Amendment 12-004, including approving Addendum 12-01 to the Mono County General Plan EIR.

FISCAL IMPACT:

None; additional transient occupancy taxes may be generated.

CONTACT NAME: Brent Calloway

PHONE/EMAIL: 760-924-1809 / 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

- [📄 Staff Report](#)
- [📄 Resolutions](#)
- [📄 TROD Chapter 25](#)
- [📄 Chapter 26](#)
- [📄 Chapter 16](#)
- [📄 EIR Addendum 12-01](#)
- [📄 Chapter 26 redline](#)
- [📄 attachment](#)
- [📄 powerpoint handout](#)

History

Time	Who	Approval
12/3/2012 7:49 AM	County Administrative Office	Yes
12/4/2012 1:07 PM	County Counsel	Yes
12/3/2012 10:06 AM	Finance	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

December 11, 2012

To: Honorable Chair and Members of the Board of Supervisors

From: Brent Calloway, Associate Analyst
Nick Criss, Compliance Officer

Subject: General Plan Amendment 12-004 / Transient Rental Overlay District, Transient Rental Standards and Enforcement, and Accessory Dwelling Units

RECOMMENDED ACTION

Adopt Resolution R12-XX, accepting Addendum 12-01 to the Mono County General Plan EIR and approving General Plan Amendment 12-004.

BACKGROUND

Based on direction provided at the Board of Supervisors workshop July 3, 2012, the subject General Plan Amendment was considered and recommended for approval at the August 9 Planning Commission hearing. The Planning Commission action (see attached resolution R12-03) included support for the proposed Chapter 25 Transient Rental Overlay District (TROD) concept and minor revisions to the proposed Chapter 26 Transient Rental Standards and Enforcement (TRSE). The Planning Commission also supported proposed changes to Accessory Dwelling Units regulations.

Currently, the General Plan prohibits transient rentals within residential land use designations (SFR, ER, RR, RMH). The proposed TROD intent is to increase tourism opportunities and provide additional economic support to homeowners by allowing transient rentals within compatible residential neighborhoods. The creation of the TROD would provide a General Plan tool for allowing transient rentals in appropriate neighborhoods following a public hearing process.

The attached Chapter 25 proposes that no minimum district size be required to establish a TROD. However, for proposed districts made up of fewer than three total parcels, an additional 20-day county noticing would be required to invite adjacent properties to join the proposed district and to assure early neighborhood awareness of proposed smaller TOD. Proposed districts of three or more parcels would not require the additional notice period and would be processed as a General Plan map amendment, requiring Planning Commission and Board of Supervisors approval. A PowerPoint presentation illustrating 20-day noticing requirements is attached.

The proposed TROD requires that the shape of districts be contiguous, compact and orderly. Factors used to determine compact and orderly include common street-frontage, adjoining yards, and characteristics that define residential neighborhood boundaries such as subdivision boundaries, major roads, natural features, large undeveloped parcels and commercial or civic land uses.

The Planning Commission recommended several adjustments to the companion proposed TRSE Chapter 26, which provides uniform regulations for the transient rental of single-family homes within overlay districts. Although TRSE regulations would not apply to legally permitted transient rentals outside

overlay districts, they would enable enhanced enforcement of illegal transient rentals outside overlay districts.

The intent of the proposed TRSE Chapter 26 regulations is to ensure transient rentals meet minimum safety requirements, provide 24-hour local property management, allow for enhanced enforcement of unpermitted transient operators, and provide means for minimizing potential neighborhood conflicts like parking and noise. Attached are a red-lined and “clean” TRSE chapter reflecting changes requested by the Planning Commission and non-substantive modifications made by County Counsel.

Additionally, the Planning Commission supported proposed changes to Chapter 16, Accessory Dwelling Units, limiting the maximum size of accessory dwelling units on parcels less than one acre to 640 square feet and encouraging attached units on small parcels.

GENERAL PLAN CONSISTENCY

The proposed General Plan Amendment complies with existing General Plan directives; such as the following Countywide Policies:

Objective H Maintain and enhance the local economy.

Policy 5: Promote diversification and continued growth of the county’s economic base.

Action 5.1: Encourage and promote the preservation and expansion of the county’s tourist and recreation based economy.

CEQA COMPLIANCE

An Addendum to the county General Plan EIR has been prepared for this project. The impacts of the proposed project will not result in a substantive change to the number of significant effects, severity of effects, or the feasibility and/or effectiveness of applicable mitigation measures or alternatives previously addressed in the General Plan EIR, and thus an Addendum has been prepared.

This staff report has been approved by the community development director. Please contact Brent Calloway at 924-1809 or Nick Criss at 924-1826 if you have questions.

ATTACHMENTS

- Proposed Board Resolution R12-XX
- Draft Land Use Element – Chapter 25, Transient Overlay Districts
- Draft Land Use Element – Chapter 26, Transient Rental Standards and Enforcement (clean)
- Amended Land Use Element, Chapter 16, Accessory Dwelling Units
- EIR Addendum 12-01
- Draft Land Use Element – Chapter 26, Transient Rental Standards and Enforcement (redline)
- Planning Commission Resolution R12-03
- Power Point presentation



RESOLUTION NO. R12-XX

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING GENERAL PLAN AMENDMENT 12-004 REVISING LAND USE ELEMENT CHAPTER 16 (ACCESSORY DWELLING UNITS) AND ADDING CHAPTERS 25 (TRANSIENT RENTAL OVERLAY DISTRICTS), & 26 (TRANSIENT RENTAL STANDARDS AND ENFORCEMENT) TO THE MONO COUNTY GENERAL PLAN

WHEREAS, The Mono County General Plan is a living document in need of regular maintenance and periodic amendment; and

WHEREAS, the General Plan contains numerous policies promoting the local tourism and recreation-based economy, and includes regulations for accessory dwellings in compliance with state secondary housing law; and

WHEREAS, following workshops by both the Planning Commission and Board of Supervisors, a general plan amendment was initiated by the County to consider creation of a tool to allow for the transient rental of single-family homes within compatible residential neighborhoods that support such use to expand the number and type of lodging opportunities available to visitors and provide additional economic support to homeowners; and

WHEREAS, there is a desire to refine the definition of accessory dwelling units, and refine the size and permitting requirements of accessory dwelling units; and

WHEREAS, an addendum to the General Plan EIR has been prepared in accordance with the California Environmental Quality Act, which has been considered by the Planning Commission and Board of Supervisors; and

WHEREAS, in accordance with state law the Planning Commission held a noticed and advertised public hearing on August 9, 2012, and considered all testimony relevant to the General Plan Amendment, and upon conclusion of the hearing, took action to recommend approval of the General Plan Amendment; and

WHEREAS, in accordance with state law the Board of Supervisors held a noticed and advertised public hearing this date and considered all testimony relevant to the General Plan Amendment, including the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED THAT, having taken into consideration the recommendations and findings of the Planning Commission, and all other evidence and testimony before it, the Mono County Board of Supervisors, in conformance to the Mono County General Plan, Chapter 48, Section 48.020, hereby:

1. Adopts the Addendum to the General Plan EIR for General Plan Amendment 12-004; and
2. Approves General Plan Amendment 12-004:

- a. Adding Chapter 25 (Transient Rental Overlay Districts) to the Land Use Element of the Mono County General Plan, as shown in Exhibit “A” attached hereto and incorporated by this reference; and
- b. Adding Chapter 26 (Transient Rental Standards and Enforcement) to the Land Use Element of the Mono County General Plan, as shown in Exhibit “B” attached hereto and incorporated by this reference; and
- c. Revising Chapter 16 (Accessory Dwelling Units) of the Land Use Element of the Mono County General Plan to read as shown in Exhibit “C” to this resolution which is attached hereto and incorporated by this reference.

PASSED AND ADOPTED this 11th day of December, 2012, by the following vote of the Board of Supervisors, County of Mono:

AYES :
 NOES :
 ABSENT :
 ABSTAIN :

 Vikki Bauer, Chair
 Mono County Board Of Supervisors

ATTEST:

APPROVED AS TO FORM:

 Lynda Roberts, Clerk of the Board

 Marshall Rudolph, County Counsel

EXHIBIT "A"

DEVELOPMENT STANDARDS

CHAPTER 25 - TRANSIENT RENTAL OVERLAY DISTRICT

Sections:

25.010	Intent.
25.020	Establishment of district.
25.030	Uses permitted.
25.040	Uses permitted subject to director review.
25.050	Uses permitted subject to use permit.
25.060	District requirements
25.070	Additional requirements.

25.010 Intent.

The transient rental overlay district is intended to provide additional tourism-based economic opportunities and homeowner economic stability by allowing a transient rental district to be overlaid on properties within residential neighborhoods exhibiting support for allowing transient rentals. The land use designation followed by the letters TR (e.g., SFR-TR) would indicate a transient rental overlay district.

25.020 Establishment of district.

The transient rental district may be overlaid on any residential neighborhood, parcel, or group of parcels meeting the requirements of 25.060, and having land use designation (s) of SFR, ER, RR, MFR-L or RMH. In addition to the requirements of this chapter, initiation and application of a transient rental overlay district shall be processed in the same manner as any land use redesignation (see Ch. 48, Amendments I. General Plan Map/Land Use Designation Amendments).

25.030 Uses permitted.

The following uses shall be permitted in the transient rental overlay district, plus such other uses as the commission finds to be similar and not more obnoxious or detrimental to the public safety, health and welfare:

- A. All uses permitted in the underlying land use designation.
- B. Where the principal use of the subject parcel(s) is single-family or multi-family residential the residence or any accessory dwelling unit on the parcel(s), may be rented on a transient basis subject to the requirements of 25.070.

25.040 Uses permitted subject to director review.

All uses permitted subject to director review in the underlying land use designation with which the transient rental overlay district is combined shall be permitted, subject to director review approval.

25.050 Uses permitted subject to use permit.

All uses permitted subject to use permit in the underlying land use designation with which the transient rental overlay district is combined shall be permitted, subject to securing a use permit.

25.060 District requirements.

A. Overlay district area and overlay district formation noticing process:

A transient rental overlay district may be applied to one or more existing legal parcels, provided that at least one parcel within the district is developed with a single-family or multi-family residence.

Applicants are strongly encouraged to propose districts made up from three or more parcels and to communicate with all adjacent property owners before submitting an application.

Applications for transient overlay districts consisting of one or two parcels will require an overlay district formation noticing process prior to public hearing. Notice shall be provided to all property owners adjacent to the proposed transient overlay district and include a 20-day period for noticed property owners to request inclusion in the district.

B. Overlay District shape:

New transient rental overlay districts consisting of more than one parcel and district additions shall be contiguous, compact and orderly in shape as determined by the Planning Commission. Factors used to determine compact and orderly district shape include but are not limited to:

1. Street frontage sharing
2. Adjoining yards
3. Existing neighborhood separation characteristics such as
 - a. Subdivision boundaries
 - b. Major roads
 - c. Natural features
 - d. Large undeveloped parcels
 - e. Commercial or civic land use

25.070 Additional requirements.

Any person or entity that leases, rents, or otherwise makes available for compensation, a single-family or multi-family residence located within a transient rental overlay district designated by this chapter, for a period of less than thirty (30) days, must first obtain a Vacation Home Rental Permit and comply with all applicable requirements of that permit, as set forth in Chapter 26, Transient Rental Standards and Enforcement.

Parcels located within conditional development zones (avalanche) shall not be allowed transient rentals during the avalanche season, November 1 through April 15.

1 EXHIBIT "B"

2 **Chapter 26 Transient Rental Standards and Enforcement**

3 **Sections:**

- 4 **26.010 Purpose and Findings**
5 **26.020 Vacation Home Rental Permit**
6 **26.030 Application and Issuance of a Vacation Rental Permit**
7 **26.040 Standards and Requirements**
8 **26.050 Rental Agreement and Owner Responsibility**
9 **26.060 Compliance with Transient Occupancy Tax Requirements**
10 **26.070 Enforcement**
11 **26.080 Existing and Otherwise Permitted Rentals**
12 **26.090 Unauthorized Rentals Prohibited**

13 **26.010 Purpose and Findings**

14 A. The purpose of this chapter is to implement procedures, restrictions, and regulations, and to
15 provide for the payment of transient occupancy tax and applicable fees for the transient rental of
16 properties within Transient Rental Overlay Districts designated pursuant to Chapter 25 of the Mono
17 County General Plan and to provide enhanced enforcement tools to address unauthorized transient rentals
18 countywide.

19 B. The Board of Supervisors finds that allowing transient rentals within areas of the county
20 designated for residential use will provide a community benefit by expanding the number and types of
21 lodging available to visitors to Mono County, increasing the use of property within the county, and
22 providing revenue to property owners so that the units may be maintained and upgraded.

23 C. The Board of Supervisors also finds that the operation of transient rentals within residential
24 communities should be regulated in order to minimize fire hazard, noise, traffic, and parking conflicts and
25 disturbance to the peace and quiet. The Board further finds that current enforcement tools have been
26 ineffective to address the illegal operation of transient rentals countywide, primarily because the penalty
27 amount is easily offset by the revenue such uses generate.

28 **26.020 Vacation Home Rental Permit**

Any person who rents a residential structure that is not a condominium (hereinafter "rental unit"
or "property") within an area of the county designated as a Transient Overlay District on a transient basis
shall comply with the provisions of this chapter, the Mono County General Plan, and any applicable area
plans or specific plans. Transient rental of a private residence within a Transient Overlay District without
a valid Vacation Home Rental Permit is a violation of this chapter.

26.030 Application and Issuance of a Vacation Home Rental Permit

A. Applicant. An applicant for a Vacation Home Rental Permit shall be either the owner of title
to the subject property or his or her expressly authorized representative. The authorization shall be in
writing and notarized.

B. Application. An application for a Vacation Home Rental Permit shall be on a form that may
be obtained from the Department of Finance or the Community Development Department. The following

1 requirements and approvals must be met and substantiated before a Vacation Home Rental Permit will be
2 issued:

3 1. The rental unit must be located within an area of the county designated as a Transient
4 Overlay District.

5 2. The rental unit must comply with the standards and requirements as set forth in section
6 26.040, and any other requirement provided by this chapter. An inspection to verify
7 compliance with such requirements shall be the responsibility of the owner or designated
8 property manager. The owner or property manager shall certify in writing, under penalty of
9 perjury, the rental unit's conformance with such standards. Such certification shall be
10 submitted to the Mono County Community Development Department prior to Permit
11 issuance.

12 3. The applicant must designate the management company or property manager for the
13 rental unit who will be available on a 24-hour basis to address any problems that may be
14 associated with the property or the transient users of the property. The management company
15 or property manager must be duly licensed, and shall be in good standing with the County.
16 Alternatively, the property owner may serve as the property manager.

17 4. The property must be certified by the Community Development Department as complying
18 with parking requirements and any applicable land use regulations set forth in the Mono
19 County General Plan.

20 5. A Mono County business license must be obtained and must remain active during all
21 times that the property is used as a transient rental.

22 6. Any required fees must be paid in full.

23 7. A Mono County Transient Occupancy Certificate must be obtained from the Department
24 of Finance and will be issued at the time the Vacation Home Rental Permit is issued and all
25 conditions of approval have been met.

26 **26.040 Standards and Requirements**

27 The following standards and requirements must be met in order to obtain a Vacation Home
28 Rental Permit and to maintain that Permit in good standing:

A. Health and Safety Standards. The purpose of these standards is to establish minimum
requirements to safeguard the public safety, health, and general welfare from fire and other
hazards, and to provide safety to firefighters and emergency responders during emergency
operations. These standards include without limitation:

1. The address of the rental unit must be clearly visible.

2. Carbon dioxide and smoke detectors must be installed and maintained in good operating
condition in each bedroom, sleeping area, or any room or space that could reasonably be used
as a sleeping area, and at a point centrally located in the corridor or area giving access to each
separate sleeping room.

3. All stairs, decks, guards, and handrails shall be stable and structurally sound.

4. The rental unit shall be equipped with a minimum of one (1) 2A:10B:C type fire
extinguisher with no more than seventy five (75) feet of travel distance to all portions of the
structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall
be mounted in visible locations with the tops of the fire extinguishers mounted between three
(3) and five (5) feet above the floor and shall be accessible to occupants at all times.

1 California State Fire Marshal annual certification tags must be provided and be current on all
2 extinguishers.

3 5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a
4 minimum five-gallon metal container with a tight-fitting lid for ash removal. This container
5 shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on
6 the proper disposal of ash shall be stated in the rental agreement and clearly posted in the
7 rental unit. The ash container shall not be placed on or near any furniture or other
8 combustible material; ashes must be wet down thoroughly with water; the ash can must be
9 stored outdoors with a minimum of three (3) feet clearance from building, porch, trees, and
10 other combustible materials; the lid must remain on the ash container when in use.

11 6. Wall or baseboard heaters in the rental unit shall be in good working condition, and
12 instructions on the proper use of these units shall be clearly stated in the rental agreement and
13 posted in the rental unit.

14 7. Furniture and any other material that may be flammable shall be kept a minimum of 54
15 inches from any fireplace opening and 30 inches from any wall or floor heaters.

16 8. Flammable or hazardous liquid or materials, firearms, controlled substances, or any
17 unlawful material shall not be stored in the rental unit.

18 9. The roof and grounds of the transient rental property shall be kept clear of accumulations
19 of pine needles, weeds, and other combustible materials.

20 10. Any locking mechanism on exterior doors must be operable from inside the unit without
21 the use of a key or any special knowledge. If the dwelling unit is greater than three thousand
22 (3,000) square feet in area, two exit doors shall be required, each of which shall conform to
23 this requirement.

24 11. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring,
25 electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure
26 and furnishings (interior and exterior) must be in operable working condition and repair.

27 12. If telephone service is available, there shall be a telephone connected to the local carrier
28 and in working condition for use in the event of an emergency or to contact the owner or
property manager. The phone shall be connected to the reverse 911 directory. If there is no
telephone service available, then the rental agreement must so state.

13 13. Bedroom windows shall be operable and free of obstructions to allow for emergency
14 escape and rescue.

15 14. There shall be at least one screened window per bedroom to allow for proper ventilation.

16 15. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating
17 condition, and connected to approved sources.

18 16. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking
19 mechanisms, and shall be maintained in a safe and sanitary condition.

20 17. There shall be no evidence of pest infestations, and all firewood and other stored items
21 shall be kept in a neat and clean condition.

22 18. Exits shall be kept free from storage items, debris or any impediments at all times.

23 19. No tree limbs are allowed within ten (10) feet of any chimney or flue openings.

24 20. Spark arresters of a minimum opening size of three-eighths (3/8) inch and a maximum
25 opening size of one-half (1/2) inch shall be required on all fireplace flue openings.

26 21. If any applicable law, rule, or regulation enacted after the enactment of this Chapter
27 imposes requirements more stringent than those set forth herein, such requirements shall
28 apply.

24 B. Sign and Notification Requirements.

25 1. Exterior Sign and Notice. Each rental unit shall be equipped with one temporary exterior
26 identification sign not to exceed 8 ½ by 11 inches in size that shall be posted as long as the
27 unit is being rented on a transient basis. This identification sign shall be placed in a location
28 that is clearly visible from the front entrance of the unit, and may be illuminated in a manner
that does not conflict with any County exterior lighting standards or signage standards. This

1 sign shall clearly state the following information in lettering of sufficient size to be easily
2 read:

- 3 a. The name of the managing agency, agent, property manager or owner of the unit and
4 the telephone number where said person or persons can be reached on a 24-hour basis.
- 5 b. The maximum number of occupants permitted to stay in the unit.
- 6 c. The maximum number of vehicles allowed to be parked on the property. A diagram
7 fixing the designated parking location shall be included.

8 2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted
9 within the unit adjacent to the front door that shall contain the same information set forth
10 above, and shall additionally include the following:

- 11 a. Notification and instructions about the proper disposal of trash and refuse, including
12 any bear-safe disposal requirements.
- 13 b. Notification and instructions concerning the proper use of any appliances, fireplaces,
14 heaters, spas, or any other fixture or feature within the unit.
- 15 c. Notification that failure to conform to the parking, trash disposal and occupancy
16 requirements for the rental unit shall be a violation of this Chapter and may result in
17 immediate removal from the premises and administrative, civil or criminal penalty.
- 18 d. Notification that any violation of rules or regulations set forth in the Rental
19 Agreement may be a violation of this Chapter and may result in immediate removal from
20 the premises and administrative, civil or criminal penalty.
- 21 e. Physical street address of the unit and emergency contact information consisting of
22 911, the property manager's phone number, and contact information of the local fire
23 department and the Mono County Sheriff's Department.

24 C. Occupancy. The maximum number of persons who may occupy the property as transient
25 renters or their overnight guests shall be limited to two persons (2) per bedroom plus two (2) additional
26 persons. In no event may the maximum occupancy exceed 10 persons in any rental unit unless the unit is
27 certified and approved by the Mono County Building Official as meeting all applicable building standards
28 for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic
system serving the dwelling as determined by Mono County Environmental Health.

D. Parking. Parking requirements shall be based on the parking requirements set forth in the
Mono County General Plan. Parking requirements for the rental unit shall be noticed in the rental
agreement and posted on and in the unit. There shall be no parking allowed off-site or on-street, and
parking on property owned by other persons shall be considered a trespass. A violation of this section
may subject any person to administrative, civil and criminal penalty, including fines and towing of any
vehicle, as authorized by state and local law.

E. Trash and Solid Waste Removal. A sufficient number of trash receptacles shall be available.
Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be
promptly removed to a designated landfill, transfer station or other designated site. For purposes of this
paragraph, promptly shall mean at least one time per week during any week that the unit is occupied,
regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in
bear-proof containers and comply with County standards. Trash removal requirements for each rental unit
shall be included in the rental agreement and posted on and in the property. Property management shall be
responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.

F. Snow Removal. Snow removal from driveways, walkways, stairs, decks, and all exits and
entrances shall be performed prior to each occupancy period, and during any occupancy period as
needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and
entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a
timely manner as necessary to protect any person who may be using or visiting the rental unit.

26.050 Rental Agreement and Owner Responsibility

1 A. Rental Agreement. The temporary rental or use of each rental unit shall be made pursuant
2 to a rental agreement. The rental agreement shall include, as attachments, a copy of this Chapter and the
3 Vacation Home Rental Permit for the unit. Each rental agreement shall contain all required notices and
4 shall specify the number of persons who may occupy the unit, parking requirements and number of
5 allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons
6 to be notified in the event of any problem that arises with the rental. The agreement shall include the
7 phone number, address, and contact information for the person responsible for renting the unit, and any
8 other information required by the county. The rental agreement shall notify the renters that they may be
9 financially responsible and personally liable for any damage or loss that occurs as a result of their use of
10 the unit, including the use by any guest or invitee. The property manager or owner shall keep a list of the
11 names and contact information of the adult guests staying in the unit.

12 B. Owner Responsibility.

13 1. The owner, managing agency, and property manager shall be responsible for compliance
14 with all applicable codes regarding fire, building and safety, health and safety, other relevant
15 laws, and the provisions of this chapter.

16 2. An owner, managing agency, and/or property manager shall be personally available by
17 telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of
18 the unit. Failure to timely respond in an appropriate manner may result in revocation of the
19 Vacation Home Rental Permit and business license.

20 3. The owner shall require, as a term of a written agreement with a management company or
21 agent, that said agent comply with this chapter. The owner shall identify the management
22 company or agent, including all contact and license information in the application for a
23 Vacation Home Rental Permit, and shall keep this information current. Such agreement shall
24 not relieve owner of its obligation to comply with this chapter.

25 4. The owner shall maintain property liability and fire insurance coverage in an appropriate
26 amount and shall provide proof of such insurance to county upon reasonable request.
27 Additionally, the owner shall defend, indemnify, and hold the county harmless from any and
28 all claims, judgments, liabilities, or other costs associated with the property or the rental unit,
or the rental thereof.

 5. The owner, managing agency, property manager and guest shall comply with all lawful
direction from any law enforcement officer, fire official, building official, or code compliance
officer.

 6. The owner shall be responsible for assuring that the occupants and/or guests of the rental
property do not create unreasonable noise or disturbances, engage in disorderly conduct, or
violate any law. If an owner, property manager, or other agent of the owner is informed about
any violation of this chapter, the owner, property manager, or owner's agent shall promptly
take action and use best efforts to stop or prevent a recurrence of such conduct, including,
when appropriate, calling law enforcement.

26.060 Compliance with Transient Occupancy Tax Requirements

 Each owner shall be responsible for obtaining a transient occupancy registration certificate and
for complying with Chapter 3.28 of the Mono County Code. An owner may contract with a management
company or property manager to collect, disburse, report, and maintain all records related to transient
occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report
such tax.

1 **26.070 Enforcement**

2 A. A violation of any provision of this chapter, and/or the renting of any property in a land use
3 designation that does not allow for such transient rental, or without proper land use approvals, is subject
4 to the General Penalty provisions and/or the Administrative Citation provisions set forth in Section
5 1.04.060 and Chapter 1.12 of the Mono County Code, respectively, and any other civil or administrative
6 remedy allowed by law. Notwithstanding Section 1.12.030, the administrative fine for the operation of
7 any transient rental facility within a Transient Overlay District without a valid Vacation Home Rental
8 Permit, or the operation of any transient rental facility in violation of applicable land use requirements in
9 any other land use designation of the county shall be one thousand dollars (\$1,000) for the first violation
10 and two thousand dollars (\$2,000) for a second or subsequent violation within three years. In addition to
11 these penalty provisions, the failure to comply with any provision of this chapter may result in the
12 suspension or revocation of the Vacation Home Rental Permit in accordance with subsection D below, or
13 the suspension or revocation of the business license and/or transient occupancy registration certificate.
14 The failure of a management company or property manager to comply with the provisions of this chapter
15 may additionally result a finding that such management or company or property manager is not in good
16 standing.

17 B. An inspection and/or audit of each unit subject to this chapter, and any contract or
18 agreement entered into in furtherance of, or to implement, this chapter, may be made at any reasonable
19 time, and upon reasonable notice to confirm compliance with this chapter.

20 C. Transient rentals may not be conducted if there are any code violations, stop-work orders,
21 or other violation of law or regulation outstanding on the property.

22 D. The following procedures shall be followed in conjunction with any proposed revocation
23 or suspension of a Vacation Home Rental Permit.

- 24 1. The county shall provide the property owner with a notice of proposed revocation or
25 suspension stating the nature of the violation, whether revocation or suspension is
26 proposed, and the date, time, and place of a hearing before a hearing officer, who
27 shall be a Planning Commissioner appointed for this purpose by the County
28 Administrative officer, will be held. The notice shall be served on the owner at least
ten business days prior to the date of the hearing by personal service or by certified
mail, postage prepaid, return receipt requested to the address for such purpose
provided on the Vacation Home Rental Permit application. Service by mail shall be
deemed effective on the date of mailing.
2. At the hearing, the hearing officer shall consider any written or oral evidence
consistent with the following:
 - a. The contents of the county's file shall be accepted into evidence (except as to
such portions of the file, if any, that contain confidential or privileged
information); and
 - b. The notice of revocation or suspension shall be admitted as prima facie
evidence of the facts stated therein.
3. The hearing officer shall independently consider the facts of the case and shall draw
his or her own independent conclusions.
4. Upon conclusion of the hearing and receipt of information and evidence from all
interested parties, the hearing officer shall render his or her decision affirming the
revocation or suspension as proposed, modifying the revocation or suspension, or
rejecting the revocation or suspension.
5. If directed by the hearing officer, staff shall prepare a written decision reflecting the
hearing officer's determination. Following approval of the written decision by the
hearing officer, the clerk of the Planning Commission shall serve the written decision
on the property owner by certified mail, postage prepaid, return receipt requested.

1 6. The decision of the hearing officer shall be the final administrative action of the
2 county, and the property owner shall be advised of his rights to challenge that
3 decision in Superior Court pursuant to section 1094.5 of the Code of Civil Procedure
4 and of the timelines in which such an action must be brought.

5 E. Notwithstanding the foregoing, in the event the code compliance officer determines
6 that suspension or suspension pending revocation of a Vacation Home Rental Permit
7 is necessary for the immediate protection of the public health, safety, or welfare, such
8 suspension may be made without prior hearing or determination by the hearing
9 officer, upon the giving of such advance notice to the property owner as the code
10 compliance officer deems reasonable given the nature of the violation and risks
11 presented. The code compliance officer shall inform the property owner in writing of
12 the duration of the suspension, the reasons therefor, the procedure and timelines for
13 filing an appeal, in accordance with the following:

- 14 a. The property owner may appeal the suspension by filing an appeal with
15 the clerk of the Planning Commission within ten calendar days of the date
16 the suspension or revocation takes effect. Such appeal shall also function
17 as a hearing on revocation of the Permit, if the suspension is made
18 pending revocation. In the event the property owner does not appeal a
19 suspension pending revocation within the time provided, then the
20 suspension shall automatically become a revocation if notice of such was
21 included in the notice of the suspension.
- 22 b. The hearing shall be in accordance with the procedures set forth in section
23 D above.
- 24 c. The suspension shall remain in effect for the number of days provided by
25 the code compliance officer, or until the appeal/revocation hearing is
26 finally decided by the hearing officer, whichever occurs later, unless
27 extended by the Board.

28 F. When a Vacation Home Rental Permit is revoked pursuant to the procedures set forth
in this chapter, a new Vacation Home Rental Permit may not be issued to the same
property-owner for a period of five years.

29 **26.080 Existing and Otherwise Permitted Rentals**

30 Any lawful use of property as a transient rental occurring, or subsequently authorized, in a land
31 use designation which permits such uses (or permits such uses subject to Use Permit or Director Review
32 approval) without the application of a Transient Overlay District shall be exempt from the provisions of
33 this chapter.

34 **26.090 Unauthorized Rentals Prohibited**

35 The transient rental of any property, unit, or structure which is not within a designated Transient
36 Overlay District or within a land use designation that permits such use and for which all necessary
37 approvals have been granted, is prohibited. Any violation of this section shall be subject to the provisions
38 of section 26.070, including the fines set forth therein.

EXHIBIT "C"

DEVELOPMENT STANDARDS

CHAPTER 16 - ACCESSORY DWELLING UNITS

Sections:

16.010	Intent.
16.020	Definition.
16.030	Applicable Land Use Designations.
16.040	General Provisions.
16.050	Standards for Accessory Dwelling Units.

16.010 Intent.

The intent of this chapter is to allow for Accessory Dwelling Units in accordance with state law in order to provide additional affordable housing opportunities, including housing for the elderly in Mono County.

16.020 Definition.

"Accessory Dwelling Unit" (also referred to as "dependent," "Secondary Housing," or "granny unit") means residential occupancy of a living unit located on the same parcel as the primary residential unit. It provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated. An Accessory Dwelling Unit shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code.

The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

Utilities that are installed for future expansion, such as stub outs that would allow a kitchen to be installed at a later date shall be considered as complete cooking facilities in accessory dwelling units. In units required by deed restriction, complete cooking facilities shall be installed resulting in a usable kitchen at final permit issuance and interior access between attached units shall be no more than a single personnel door.

16.030 Applicable Land Use Designations.

An Accessory Dwelling Unit may be permitted in any land use designations that allows single-family residences as a permitted use or as allowed in Specific Plan (SP) areas subject to the General Provisions below.

16.040 General Provisions.

A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted by application for a Director Review.

B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A

detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review .

- C . On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.
- D . On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review . In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a Use Permit.
- E . Square footage of Accessory Dwelling Units shall be calculated based on the exterior dimensions of the unit. All interior living space, shall count toward the total square footage of the unit.

16.050 Standards for New Accessory Dwelling Units.

- A . All construction shall conform to the height, setback, lot coverage, fees (including school impact fees and fire district fees), snow storage, and other development requirements applicable to residential construction in the land use designation in which the property is located.
- B . If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the county health officer and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system , a letter from the serving entity that indicates adequate service shall be submitted as part of the application .
- C . One of the units on the parcel (either the primary unit or the Accessory Dwelling Unit) must be owner occupied.
- D . If the Accessory Dwelling Unit is 640 sq. ft. or less in size, one off-street parking space must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit. If the Accessory Dwelling Unit is larger than 640 square feet, two parking spaces must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit. Parking shall be in accordance with Chapter 06 of the Mono County Land Use Element except that June Lake provisions of three parking spaces per unit shall apply only to the primary unit and not the Accessory Dwelling Unit.
- E . Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim , door and window frame colors; roofing, siding, trim , door, and window materials; roof slope and pitch; and wall articulation, roof line articulation, eaves, railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. In addition, the Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.

**Mono County General Plan Land Use Amendment
GENERAL PLAN EIR ADDENDUM#12-01
State Clearinghouse #98122016
July 25, 2012**

INTRODUCTION AND DISCUSSION OF PROPOSED MODIFICATIONS

1. Transient Overlay District

Mono County is proposing to amend the Mono County General Plan Land Use Element to provide a process whereby a homeowner or group of homeowners could apply to obtain a transient overlay designation for their property(ies), which, if granted, would allow them to rent out their single-family home(s) on a transient or nightly basis, in accordance with the terms of a transient rental permit (the "Transient Overlay Project"). The Project involves two separate actions by the County.

First, language would be added to the General Plan establishing a process whereby property owners could apply to the County to have a transient overlay (or transient rental) district applied to their properties. The transient rental district could be overlaid on any residential neighborhood, parcel, or group of parcels having a land use designation of SFR, ER, RR, or RMH and meeting specified criteria set forth in the proposed General Plan amendment.

A transient rental permit requirement would be added to the General Plan which would apply in the event a transient overlay district were established in accordance with the newly-established process. The transient rental permit would address and regulate traffic and parking, guide tenant occupancy, establish minimum health and safety requirements, and require 24-hour property management, among other things. It would also provide enhanced enforcement tools to ensure that residential properties operated as transient rentals outside of an overlay district and/or without a transient rental permit could not operate.

2. Added restrictions applicable to Accessory Dwelling Units

Mono County is also proposing to amend the General Plan to further restrict the size of accessory dwelling units on parcels less than 1 acre. On parcels less than one acre, units will be limited to 640 square feet and require a Director's review if detached. On parcels larger than 1 acre, units exceeding 1,400 square feet will require a Use Permit. Current requirements allow units of up to 640 square feet on parcels less than one acre with a building permit and impose no size requirement on parcels over 10,000 square feet and less than one acre with a Use Permit. On parcels larger than 1 acre, current requirements impose no size requirements on parcels larger than one acre with a Director Review.

ENVIRONMENTAL REVIEW AND CEQA PROVISIONS FOR PREPARATION OF AN ADDENDUM TO A FINAL EIR

In 2001, Mono County certified an Environmental Impact Report (EIR) in conjunction with the adoption/amendment of its General Plan (SCH # 98122016) (the "General Plan EIR"). The General Plan EIR analyzed the impacts of designating areas of the County as SFR, ER, RR, or RMH, and assumed full build out and use of those properties for all allowed uses. It also addressed and analyzed the impacts associated with the development of accessory dwelling units. As discussed below, an addendum to the General Plan EIR is the appropriate level of environmental review for the proposed amendments, because none of the conditions set forth in CEQA Guidelines section 15162 exist.

The California Environmental Quality Act (CEQA §15164[a]) states:

"(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

"(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:

(A) the project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."

DISCUSSION OF IMPACTS

Adoption of a process enabling the future creation of a land use overlay district which would allow transient rentals in certain existing single family areas (the "Project") does not require major revisions to the General Plan EIR because it does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; there are not substantial changes with respect to the circumstances under which the project is undertaken; and there is not new information of substantial importance, which was not know and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete which shows any of the following listed above under headings (3) (A) through (3) (D), for the following reasons:

1. The Transient Overlay Project will not have a significant effect on the environment nor increase the severity of previously identified significant effects. The creation of a process through which property owners could in the future obtain a transient overlay designation and transient rental permit (thereby enabling them rent their existing homes on a short-term basis) does not in itself cause that designation to be applied to any

specific properties. Rather, it simply establishes a process for allowing property owners to seek that designation in the future. Accordingly, no properties are directly affected by this action and there is no actual change in the physical environment as a result of the Project. Prior to any specific properties being designated and permitted for transient rental use, additional compliance with the California Environmental Quality Act would be required.

2. Additionally, even following designation and permitting for transient rental use, there is no change to the underlying property use. Single-family homes that are now used seasonally or periodically by the owner, or are rented on a long term basis, will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full time residents or long-term renters. The General Plan EIR analyzed land use designations at buildout assuming full time occupancy. Since there is virtually no difference in the use of a home being occupied by household A. who is a full time resident and its use by household B. who rents in the home on a short-term basis, the environmental impacts to the neighborhood and surrounding areas are no different. Transient rentals, due to the intermittent and temporary nature of their use, will not create any additional impacts on traffic or air and water quality. Furthermore, since the occupancy and parking will be much more narrowly regulated by a required property manager, the impacts on noise and street congestion will also be reduced. Accordingly, the impacts of the proposed project would not be increased beyond those analyzed in the General Plan EIR.
3. The Transient Overlay Project creates the possibility of a reduction in environmental impacts than exist at present, since transient uses (if ultimately permitted following subsequent discretionary review) would be subject to more stringent restrictions than applicable to full time owner-occupied residences or residences subject to long term lease. Specifically, these include restrictions on occupancy, parking and the requirement for oversight through local property management. Currently there are not any restrictions on how many occupants can use a single-family home, but the occupancy in homes used as transient rentals will be restricted by the number of bedrooms and/or any septic system limitations. Parking requirements will be site specific and will not only have to meet the general plan residential parking standards, but will be limited to on-site parking only. These measures in conjunction with local property management being available 24hrs to regulate non compliant activities of tenants will minimize visual and noise impacts far beyond residences having full time occupancy. Moreover, it provides enhanced enforcement mechanisms to prevent non-permitted or unauthorized transient rentals within residential zones. Because transient rentals are not permitted currently, the County expends much of its code enforcement resources trying to catch and prosecute the many illegal rentals that are ongoing. The enhanced enforcement mechanisms in conjunction with a way to legalize transient rentals will greatly assist in deterring illegal renting.
4. The change to the regulations affecting the size and permitting requirements of accessory dwelling units will not cause an environmental impact. The change reduces the potential intensity of allowed development and environmental impacts on parcels less than one acre in size.

CONCLUSION

CEQA Sections 15164(c) through 15164(e) states, *An Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the*

lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence."

The information presented above indicates that the proposed General Plan Amendment does not represent a substantive change to the number of significant effects, severity of effects, or the feasibility and or effectiveness of applicable mitigation measures or alternatives previously addressed in the General Plan EIR. Therefore, a subsequent EIR is not required because none of the conditions set forth in CEQA Guidelines section 15162 exist for this project.

2 **Chapter 26 Transient Rental Standards and Enforcement**

3 **Sections:**

- 4 **26.010 Purpose and Findings**
5 **26.020 Vacation Home Rental Permit**
6 **26.030 Application and Issuance of a Vacation Rental Permit**
7 **26.040 Standards and Requirements**
8 **26.050 Rental Agreement and Owner Responsibility**
9 **26.060 Compliance with Transient Occupancy Tax Requirements**
10 **26.070 Enforcement**
11 **26.080 Existing and Otherwise Permitted Rentals**
12 **26.090 Unauthorized Rentals Prohibited**

13 **26.010 Purpose and Findings**

14 A. The purpose of this chapter is to implement procedures, restrictions, and regulations, and to
15 provide for the payment of transient occupancy tax and applicable fees for the transient rental of
16 properties within Transient Rental Overlay Districts designated pursuant to Chapter 25 of the Mono
17 County General Plan and to provide enhanced enforcement tools to address unauthorized transient rentals
18 countywide.

19 B. The Board of Supervisors finds that allowing transient rentals within areas of the county
20 designated for residential use will provide a community benefit by expanding the number and types of
21 lodging available to visitors to Mono County, increasing the use of property within the county, and
22 providing revenue to property owners so that the units may be maintained and upgraded.

23 C. The Board of Supervisors also finds that the operation of transient rentals within residential
24 communities should be regulated in order to minimize fire hazard, noise, traffic, and parking conflicts and
25 disturbance to the peace and quiet. The Board further finds that current enforcement tools have been
26 ineffective to address the illegal operation of transient rentals countywide, primarily because the penalty
27 amount is easily offset by the revenue such uses generate.

28 **26.020 Vacation Home Rental Permit**

Any person who rents a residential structure that is not a condominium (hereinafter “rental unit”
or “property”) within an area of the county designated as a Transient Overlay District on a transient basis
shall comply with the provisions of this chapter, the Mono County General Plan, and any applicable area
plans or specific plans. Transient rental of a private residence within a Transient Overlay District without
a valid Vacation Home Rental Permit is a violation of this chapter.

26.030 Application and Issuance of a Vacation Home Rental Permit

A. Applicant. An applicant for a Vacation Home Rental Permit shall be either the owner of title
to the subject property or his or her expressly authorized representative. The authorization shall be in
writing and notarized.

B. Application. An application for a Vacation Home Rental Permit shall be on a form that may
be obtained from the Department of Finance or the Community Development Department. The following

1 requirements and approvals must be met and substantiated before a Vacation Home Rental Permit will be
2 issued:

3 1. The rental unit must be located within an area of the county designated as a Transient
4 Overlay District.

5 2. The rental unit must comply with the standards and requirements as set forth in section
6 26.040, and any other requirement provided by this chapter. An inspection to verify
7 compliance with such requirements shall be the responsibility of the owner or designated
8 property manager. The owner or property manager shall certify in writing, under penalty of
9 perjury, the rental unit's conformance with such standards. Such certification shall be
10 submitted to the Mono County Community Development Department prior to Permit
11 issuance.

12 3. The applicant must designate the management company or property manager for the
13 rental unit who will be available on a 24-hour basis to address any problems that may be
14 associated with the property or the transient users of the property. The management company
15 or property manager must be duly licensed, and shall be in good standing with the County.
16 Alternatively, the property owner may serve as the property manager.

17 4. The property must be certified by the Community Development Department as complying
18 with parking requirements and any applicable land use regulations set forth in the Mono
19 County General Plan.

20 5. A Mono County business license must be obtained and must remain active during all
21 times that the property is used as a transient rental.

22 6. Any required fees must be paid in full.

23 7. A Mono County Transient Occupancy Certificate must be obtained from the Department
24 of Finance and will be issued at the time the Vacation Home Rental Permit is issued and all
25 conditions of approval have been met.

26 **26.040 Standards and Requirements**

27 The following standards and requirements must be met in order to obtain a Vacation Home
28 Rental Permit and to maintain that Permit in good standing:

A. Health and Safety Standards. The purpose of these standards is to establish minimum
requirements to safeguard the public safety, health, and general welfare from fire and other
hazards, and to provide safety to firefighters and emergency responders during emergency
operations. These standards include without limitation:

1. The address of the rental unit must be clearly visible.

2. Carbon dioxide and smoke detectors must be installed and maintained in good operating
condition in each bedroom, sleeping area, or any room or space that could reasonably be used
as a sleeping area, and at a point centrally located in the corridor or area giving access to each
separate sleeping room.

3. All stairs, decks, guards, and handrails shall be stable and structurally sound.

4. The rental unit shall be equipped with a minimum of one (1) 2A:10B:C type fire
extinguisher with no more than seventy five (75) feet of travel distance to all portions of the
structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall
be mounted in visible locations with the tops of the fire extinguishers mounted between three
(3) and five (5) feet above the floor and shall be accessible to occupants at all times.

1 California State Fire Marshal annual certification tags must be provided and be current on all
2 extinguishers.

3 5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a
4 minimum five-gallon metal container with a tight-fitting lid for ash removal. This container
5 shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on
6 the proper disposal of ash shall be stated in the rental agreement and clearly posted in the
7 rental unit. The ash container shall not be placed on or near any furniture or other
8 combustible material; ashes must be wet down thoroughly with water; the ash can must be
9 stored outdoors with a minimum of three (3) feet clearance from building, porch, trees, and
10 other combustible materials; the lid must remain on the ash container when in use.

11 6. Wall or baseboard heaters in the rental unit shall be in good working condition, and
12 instructions on the proper use of these units shall be clearly stated in the rental agreement and
13 posted in the rental unit.

14 7. Furniture and any other material that may be flammable shall be kept a minimum of 54
15 inches from any fireplace opening and 30 inches from any wall or floor heaters.

16 8. Flammable or hazardous liquid or materials, firearms, controlled substances, or any
17 unlawful material shall not be stored in the rental unit.

18 9. The roof and grounds of the transient rental property shall be kept clear of accumulations
19 of pine needles, weeds, and other combustible materials.

20 10. Any locking mechanism on exterior doors must be operable from inside the unit without
21 the use of a key or any special knowledge. If the dwelling unit is greater than three thousand
22 (3,000) square feet in area, two exit doors shall be required, each of which shall conform to
23 this requirement.

24 11. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring,
25 electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure
26 and furnishings (interior and exterior) must be in operable working condition and repair.

27 12. If telephone service is available, there shall be a telephone connected to the local carrier
28 and in working condition for use in the event of an emergency or to contact the owner or
property manager. The phone shall be connected to the reverse 911 directory. If there is no
telephone service available, then the rental agreement must so state.

13 13. Bedroom windows shall be operable and free of obstructions to allow for emergency
14 escape and rescue.

15 14. There shall be at least one screened window per bedroom to allow for proper ventilation.

16 15. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating
17 condition, and connected to approved sources.

18 16. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking
19 mechanisms, and shall be maintained in a safe and sanitary condition.

20 17. There shall be no evidence of pest infestations, and all firewood and other stored items
21 shall be kept in a neat and clean condition.

22 18. Exits shall be kept free from storage items, debris or any impediments at all times.

23 19. No tree limbs are allowed within ten (10) feet of any chimney or flue openings.

24 20. Spark arresters of a minimum opening size of three-eighths (3/8) inch and a maximum
25 opening size of one-half (1/2) inch shall be required on all fireplace flue openings.

26 21. If any applicable law, rule, or regulation enacted after the enactment of this Chapter
27 imposes requirements more stringent than those set forth herein, such requirements shall
28 apply.

24 B. Sign and Notification Requirements.

25 1. Exterior Sign and Notice. Each rental unit shall be equipped with one temporary exterior
26 identification sign not to exceed 8 ½ by 11 inches in size that shall be posted as long as the
27 unit is being rented on a transient basis. This identification sign shall be placed in a location
28 that is clearly visible from the front entrance of the unit, and may be illuminated in a manner
that does not conflict with any County exterior lighting standards or signage standards. This

1 sign shall clearly state the following information in lettering of sufficient size to be easily
2 read:

- 3 a. The name of the managing agency, agent, property manager or owner of the unit and
4 the telephone number where said person or persons can be reached on a 24-hour basis.
- 5 b. The maximum number of occupants permitted to stay in the unit.
- 6 c. The maximum number of vehicles allowed to be parked on the property. A diagram
7 fixing the designated parking location shall be included.

8 2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted
9 within the unit adjacent to the front door that shall contain the same information set forth
10 above, and shall additionally include the following:

- 11 a. Notification and instructions about the proper disposal of trash and refuse, including
12 any bear-safe disposal requirements.
- 13 b. Notification and instructions concerning the proper use of any appliances, fireplaces,
14 heaters, spas, or any other fixture or feature within the unit.
- 15 c. Notification that failure to conform to the parking, trash disposal and occupancy
16 requirements for the rental unit shall be a violation of this Chapter and may result in
17 immediate removal from the premises and administrative, civil or criminal penalty.
- 18 d. Notification that any violation of rules or regulations set forth in the Rental
19 Agreement may be a violation of this Chapter and may result in immediate removal from
20 the premises and administrative, civil or criminal penalty.
- 21 e. Physical street address of the unit and emergency contact information consisting of
22 911, the property manager's phone number, and contact information of the local fire
23 department and the Mono County Sheriff's Department.

24 C. Occupancy. The maximum number of persons who may occupy the property as transient
25 renters or their overnight guests shall be limited to two persons (2) per bedroom plus two (2) additional
26 persons. In no event may the maximum occupancy exceed 10 persons in any rental unit unless the unit is
27 certified and approved by the Mono County Building Official as meeting all applicable building standards
28 for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic
system serving the dwelling as determined by Mono County Environmental Health.

D. Parking. Parking requirements shall be based on the parking requirements set forth in the
Mono County General Plan. Parking requirements for the rental unit shall be noticed in the rental
agreement and posted on and in the unit. There shall be no parking allowed off-site or on-street, and
parking on property owned by other persons shall be considered a trespass. A violation of this section
may subject any person to administrative, civil and criminal penalty, including fines and towing of any
vehicle, as authorized by state and local law.

E. Trash and Solid Waste Removal. A sufficient number of trash receptacles shall be available.
Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be
promptly removed to a designated landfill, transfer station or other designated site. For purposes of this
paragraph, promptly shall mean at least one time per week during any week that the unit is occupied,
regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in
bear-proof containers and comply with County standards. Trash removal requirements for each rental unit
shall be included in the rental agreement and posted on and in the property. Property management shall be
responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.

F. Snow Removal. Snow removal from driveways, walkways, stairs, decks, and all exits and
entrances shall be performed prior to each occupancy period, and during any occupancy period as
needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and
entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a
timely manner as necessary to protect any person who may be using or visiting the rental unit.

26.050 Rental Agreement and Owner Responsibility

1 A. Rental Agreement. The temporary rental or use of each rental unit shall be made pursuant
2 to a rental agreement. The rental agreement shall include, as attachments, a copy of this Chapter and the
3 Vacation Home Rental Permit for the unit. Each rental agreement shall contain all required notices and
4 shall specify the number of persons who may occupy the unit, parking requirements and number of
5 allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons
6 to be notified in the event of any problem that arises with the rental. The agreement shall include the
7 phone number, address, and contact information for the person responsible for renting the unit, and any
8 other information required by the county. The rental agreement shall notify the renters that they may be
9 financially responsible and personally liable for any damage or loss that occurs as a result of their use of
10 the unit, including the use by any guest or invitee. The property manager or owner shall keep a list of the
11 names and contact information of the adult guests staying in the unit.

12 B. Owner Responsibility.

13 1. The owner, managing agency, and property manager shall be responsible for compliance
14 with all applicable codes regarding fire, building and safety, health and safety, other relevant
15 laws, and the provisions of this chapter.

16 2. An owner, managing agency, and/or property manager shall be personally available by
17 telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of
18 the unit. Failure to timely respond in an appropriate manner may result in revocation of the
19 Vacation Home Rental Permit and business license.

20 3. The owner shall require, as a term of a written agreement with a management company or
21 agent, that said agent comply with this chapter. The owner shall identify the management
22 company or agent, including all contact and license information in the application for a
23 Vacation Home Rental Permit, and shall keep this information current. Such agreement shall
24 not relieve owner of its obligation to comply with this chapter.

25 4. The owner shall maintain property liability and fire insurance coverage in an appropriate
26 amount and shall provide proof of such insurance to county upon reasonable request.
27 Additionally, the owner shall defend, indemnify, and hold the county harmless from any and
28 all claims, judgments, liabilities, or other costs associated with the property or the rental unit,
or the rental thereof.

 5. The owner, managing agency, property manager and guest shall comply with all lawful
direction from any law enforcement officer, fire official, building official, or code compliance
officer.

 6. The owner shall be responsible for assuring that the occupants and/or guests of the rental
property do not create unreasonable noise or disturbances, engage in disorderly conduct, or
violate any law. If an owner, property manager, or other agent of the owner is informed about
any violation of this chapter, the owner, property manager, or owner's agent shall promptly
take action and use best efforts to stop or prevent a recurrence of such conduct, including,
when appropriate, calling law enforcement.

26.060 Compliance with Transient Occupancy Tax Requirements

 Each owner shall be responsible for obtaining a transient occupancy registration certificate and
for complying with Chapter 3.28 of the Mono County Code. An owner may contract with a management
company or property manager to collect, disburse, report, and maintain all records related to transient
occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report
such tax.

1 **26.070 Enforcement**

2 A. A violation of any provision of this chapter, and/or the renting of any property in a land use
3 designation that does not allow for such transient rental, or without proper land use approvals, is subject
4 to the General Penalty provisions and/or the Administrative Citation provisions set forth in Section
5 1.04.060 and Chapter 1.12 of the Mono County Code, respectively, and any other civil or administrative
6 remedy allowed by law. Notwithstanding Section 1.12.030, the administrative fine for the operation of
7 any transient rental facility within a Transient Overlay District without a valid Vacation Home Rental
8 Permit, or the operation of any transient rental facility in violation of applicable land use requirements in
9 any other land use designation of the county shall be one thousand dollars (\$1,000) for the first violation
10 and two thousand dollars (\$2,000) for a second or subsequent violation within three years. In addition to
11 these penalty provisions, the failure to comply with any provision of this chapter may result in the
12 suspension or revocation of the Vacation Home Rental Permit in accordance with subsection D below, or
13 the suspension or revocation of the business license and/or transient occupancy registration certificate.
14 The failure of a management company or property manager to comply with the provisions of this chapter
15 may additionally result a finding that such management or company or property manager is not in good
16 standing.

17 B. An inspection and/or audit of each unit subject to this chapter, and any contract or
18 agreement entered into in furtherance of, or to implement, this chapter, may be made at any reasonable
19 time, and upon reasonable notice to confirm compliance with this chapter.

20 C. Transient rentals may not be conducted if there are any code violations, stop-work orders,
21 or other violation of law or regulation outstanding on the property.

22 D. The following procedures shall be followed in conjunction with any proposed revocation
23 or suspension of a Vacation Home Rental Permit.

- 24 1. The county shall provide the property owner with a notice of proposed revocation or
25 suspension stating the nature of the violation, whether revocation or suspension is
26 proposed, and the date, time, and place of a hearing before a hearing officer, who
27 shall be a Planning Commissioner appointed for this purpose by the County
28 Administrative officer, will be held. The notice shall be served on the owner at least
ten business days prior to the date of the hearing by personal service or by certified
mail, postage prepaid, return receipt requested to the address for such purpose
provided on the Vacation Home Rental Permit application. Service by mail shall be
deemed effective on the date of mailing.
2. At the hearing, the hearing officer shall consider any written or oral evidence
consistent with the following:
 - a. The contents of the county's file shall be accepted into evidence (except as to
such portions of the file, if any, that contain confidential or privileged
information); and
 - b. The notice of revocation or suspension shall be admitted as prima facie
evidence of the facts stated therein.
3. The hearing officer shall independently consider the facts of the case and shall draw
his or her own independent conclusions.
4. Upon conclusion of the hearing and receipt of information and evidence from all
interested parties, the hearing officer shall render his or her decision affirming the
revocation or suspension as proposed, modifying the revocation or suspension, or
rejecting the revocation or suspension.
5. If directed by the hearing officer, staff shall prepare a written decision reflecting the
hearing officer's determination. Following approval of the written decision by the
hearing officer, the clerk of the Planning Commission shall serve the written decision
on the property owner by certified mail, postage prepaid, return receipt requested.

1 6. The decision of the hearing officer shall be the final administrative action of the
2 county, and the property owner shall be advised of his rights to challenge that
3 decision in Superior Court pursuant to section 1094.5 of the Code of Civil Procedure
4 and of the timelines in which such an action must be brought.

5 E. Notwithstanding the foregoing, in the event the code compliance officer determines
6 that suspension or suspension pending revocation of a Vacation Home Rental Permit
7 is necessary for the immediate protection of the public health, safety, or welfare, such
8 suspension may be made without prior hearing or determination by the hearing
9 officer, upon the giving of such advance notice to the property owner as the code
10 compliance officer deems reasonable given the nature of the violation and risks
11 presented. The code compliance officer shall inform the property owner in writing of
12 the duration of the suspension, the reasons therefor, the procedure and timelines for
13 filing an appeal, in accordance with the following:

14 a. The property owner may appeal the suspension by filing an appeal with
15 the clerk of the Planning Commission within ten calendar days of the date
16 the suspension or revocation takes effect. Such appeal shall also function
17 as a hearing on revocation of the Permit, if the suspension is made
18 pending revocation. In the event the property owner does not appeal a
19 suspension pending revocation within the time provided, then the
20 suspension shall automatically become a revocation if notice of such was
21 included in the notice of the suspension.

22 b. The hearing shall be in accordance with the procedures set forth in section
23 D above.

24 c. The suspension shall remain in effect for the number of days provided by
25 the code compliance officer, or until the appeal/revocation hearing is
26 finally decided by the hearing officer, whichever occurs later, unless
27 extended by the Board.

28 F. When a Vacation Home Rental Permit is revoked pursuant to the procedures set forth
in this chapter, a new Vacation Home Rental Permit may not be issued to the same
property-owner for a period of five years.

26.080 Existing and Otherwise Permitted Rentals

Any lawful use of property as a transient rental occurring, or subsequently authorized, in a land use designation which permits such uses (or permits such uses subject to Use Permit or Director Review approval) without the application of a Transient Overlay District shall be exempt from the provisions of this chapter.

26.090 Unauthorized Rentals Prohibited

The transient rental of any property, unit, or structure which is not within a designated Transient Overlay District or within a land use designation that permits such use and for which all necessary approvals have been granted, is prohibited. Any violation of this section shall be subject to the provisions of section 26.070, including the fines set forth therein.



RESOLUTION R12-03

A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION INITIATING GENERAL PLAN AMENDMENT 12-002, AND RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT SAID AMENDMENT, REVISING LAND USE ELEMENT CHAPTER 16 (ACCESSORY DWELLING UNITS) AND ADDING CHAPTERS 25 (TRANSIENT RENTAL OVERLAY DISTRICTS), & 26 (TRANSIENT RENTAL STANDARDS) TO THE MONO COUNTY GENERAL PLAN.

WHEREAS, The Mono County General Plan is a living document in need of regular maintenance and periodic amendment; and

WHEREAS, the General Plan contains numerous policies promoting the tourism- and recreation-based economy; and

WHEREAS, the County has been engaged in the creation of a tool to allow for the transient rental of single-family homes within compatible residential neighborhoods that support such use to increase tourism opportunities and provide additional economic support to homeowners; and

WHEREAS, in accordance with state law and Chapter 46, Section 46.020, the Planning Commission held a public hearing this date to receive any and all testimony of the public and affected property owners; and

WHEREAS, an addendum to the General Plan EIR has been prepared in accordance with the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Planning Commission, in conformance with the Mono County General Plan, Chapter 48, Section 48.060, hereby: 1) adopts this resolution initiating a General Plan Amendment; 2) finds that the proposed changes are consistent with the General Plan, including applicable area plans; and 3) recommends that the Board of Supervisors approve the related addendum and approve General Plan Amendment 12-002.

PASSED AND ADOPTED THIS 9th DAY OF AUGUST, 2012, BY THE FOLLOWING VOTE:

AYES: Scott Bush, Chris Lizza, Mary Pipersky, Dan Roberts, Steve Shipley

NOES:

ABSENT:

ABSTAIN:

Steve Shipley, Chair
Mono County Planning Commission

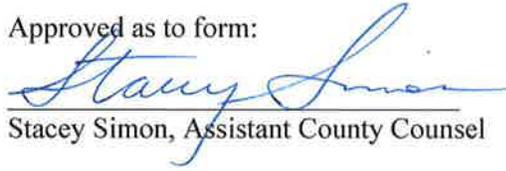
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Attest:



C.D. Ritter, Commission Secretary

Approved as to form:



Stacey Simon, Assistant County Counsel

Mono County Board of Supervisors: December 11, 2012

General Plan Amendment 12-04

Transient Rental Overlay Districts
Single-Family Transient Rental Regulations
Accessory Dwelling Units

Transient Rental Overlay Districts: A Planning Tool

Intent:

Additional tourism-based economic opportunities

Homeowner economic stability

... within neighborhoods exhibiting support

Transient Rental Overlay Districts: A Planning Tool

Establishment of District:

Land Use Designations: SFR, ER, RR, MFR-L, RMH

Procedure:

Chapter 48
General Plan Map / Land Use Designation Amendments





Single-Family Transient Rental Regulations

Plus Avalanche Restrictions

Single-Family Transient Rental Regulations

- Will apply to all land use designations that successfully obtain the transient overlay.
- Does not apply to condos, hotels & motels or other land use designations that already allow transient rentals.
- Requires a Vacation Rental Permit along with a business license and TOT certificate.
- Requires that the property has 24 Hour Property Management.
- Must meet basic Health and Safety Standards.
- Requires Signs and Notices.
- Regulates Occupancy.
- Regulates Parking.
- Requires that property meet certain Trash & Snow Removal standards.
- Requires a Rental Agreement that explain tenants rules and restrictions.
- Provides enhanced enforcement tools to deal with illegal and non compliant properties.

Accessory Dwelling Units

Limit units to 640 square feet on parcels less than 1 acre.

Limit units to 1,400 square feet with Director Review on parcels larger than 1 acre. Larger units allowed with Use Permit.

Acknowledge stub-outs that would allow future expansion without a building permit as a second unit.

CEQA:

Addendum 12-01 to the General Plan EIR.

Recommendation:

Adopt General Plan Amendment 12-04, accepting addendum 12-01 to the Mono County General Plan EIR.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS	CAO/HR,		
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Jim Arkens
SUBJECT	Marshall Rudolph employment agreement		

AGENDA DESCRIPTION:

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

Proposed Resolution approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Adopt proposed Resolution R12-___, approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

Approximate cost for the remainder of FY 12-13 is \$147,357 of which \$97,964 is salary; \$20,743 is the employer portion of PERS, and \$28,650 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$263,125, of which \$178,116 is salary; \$31,936 is the employer portion of PERS, and \$53,073 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

[Staff Report](#)

[Resolution approving agreement](#)

[At Will Agreement](#)

History

Time	Who	Approval
12/3/2012 4:06 PM	County Administrative Office	Yes
12/4/2012 2:53 PM	County Counsel	Yes
12/3/2012 5:06 PM	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

December 11, 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 Marshall Rudolph

Recommended Action:

Adopt proposed Resolution R12-__, approving an employment agreement with Marshall Rudolph and prescribing the compensation, appointment, and conditions of said employment.

Discussion:

The approval of this contract allows Mr. Rudolph to continue to serve Mono County as County Counsel for a period of four years as specified by Government Code Section 27641. The contract contains the same salary and benefits as Mr. Rudolph's current contract

Fiscal Impact:

Approximate cost for the remainder of FY 12-13 is \$147,357 of which \$97,964 is salary; \$20,743 is the employer portion of PERS, and \$28,650 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$263,125, of which \$178,116 is salary; \$31,936 is the employer portion of PERS, and \$53,073 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



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RESOLUTION NO. R12-

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2012, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Vikki Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

DISTRICT ATTORNEY

AGREEMENT RE EMPLOYMENT OF MARSHALL RUDOLPH

This Agreement is entered into this 11th day of December, 2012, by and between Marshall Rudolph and the County of Mono.

I. RECITALS

Mr. Rudolph is currently the County Counsel of Mono County, having been duly appointed by the Mono County Board of Supervisors (most recently) on or about December 20, 2011, at which time an employment agreement was also entered into specifying the terms and conditions of said employment. The Board of Supervisors now wishes to reappoint Marshall Rudolph as County Counsel as of December 11, 2012 on the terms and conditions set forth in this Agreement and Mr. Rudolph wishes to accept such continued employment.

II. AGREEMENT

1. Pursuant to Government Code Section 27640, the Mono County Board of Supervisors reappoints Mr. Rudolph as County Counsel of Mono County. As provided by Government Code Section 27641, Mr. Rudolph's reappointment shall be for a term of four years commencing on December 11, 2012. Any removal of Mr. Rudolph during that term shall also comply with Government Code Section 27641. At any time before the expiration of Mr. Rudolph's term, the Board may reappoint him for a subsequent term. The Board specifically wishes to consider reappointing Mr. Rudolph for a subsequent term on or about the time it completes his annual performance evaluation(s) and at each anniversary thereafter. The Board requests that Mr. Rudolph bring the issue of such reappointment to the Board's attention for its consideration at that time.
2. Mr. Rudolph shall have, exercise, and discharge the powers and duties set forth in Chapter 2.78 of the Mono County Code and Government Code section 27640 et seq., as they maybe amended from time to time, together with any additional powers and duties that may be granted or assigned to him by the Board of Supervisors.

Mr. Rudolph's base salary shall continue to be \$13,201 per month for the period January 1, 2013 – December 31, 2013. In addition, Mr. Rudolph is eligible for and shall receive 5% performance pay for 2013. Mr. Rudolph's base salary in 2014 and subsequent years under this Agreement shall be determined in the manner described below; provided, however, that Mr. Rudolph's base salary in any such year shall in no event be reduced from its then-current amount.

Mr. Rudolph understands that his compensation is no longer officially based solely on the County's management compensation policies, as the same may be amended from time to time and unilaterally implemented by the County. Instead, Mr. Rudolph's compensation is directly and solely determined by the Board of Supervisors. The Board reserves the right to use any methodology it wishes in determining Mr. Rudolph's salary and shall not be obligated to provide a salary increase during any year of this Agreement.

The Board of Supervisors shall consider (but not be limited to) using the following criteria to establish Mr. Rudolph's base pay rate for 2013 and subsequent years:

1) In years during which a 23 County salary is used to establish compensation rates for Management Staff, Elected Officials, and "At-Will" Employees, Mr. Rudolph shall receive the Average of the County Counsel Benchmark Pay Data or .9375 (93.75%) of the County Administrative Officer's actual Pay Rate (which is not necessarily tied to benchmark pay data), whichever is greater; provided, however, that if the foregoing criteria would result in a lower salary increase than any minimum salary increase provided to those employees and officials who are governed by the management compensation policy, then the Board shall consider providing the same minimum increase to Mr. Rudolph's base salary.

2) In years during which a general Cost-of-Living adjustment is approved for Management Staff, Elected Officials, and "At-Will" Employees, the Board shall consider providing the same adjustment to Mr. Rudolph's base salary.

In addition to base salary, after conducting an annual evaluation of Mr. Rudolph's performance, the Board shall consider awarding temporary performance pay to Mr. Rudolph in an amount not to exceed 5% of base salary for a period of 12 months. Such annual performance evaluations shall commence at first Board Meeting of October and be completed prior to the third Board of Meeting of December of each year.

Mr. Rudolph also understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.

3. Mr. Rudolph understands and agrees that his employment is exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards

Act. In recognition of that fact, Mr. Rudolph shall continue to be entitled to 80 hours of merit leave during each year of service under this Agreement. (Note: This Agreement does not add to or take away from the 80 hours of merit leave to which Mr. Rudolph was already entitled for calendar year 2012 under his former employment agreement.) Mr. Rudolph 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.

4. Mr. Rudolph shall receive 19 vacation days for each year of service under this Agreement or such higher amounts of vacation leave (if any) as may be authorized by the County Code based on years of service. (Note: This Agreement does not add to or take away from any vacation leave that Mr. Rudolph was already entitled to earn for calendar year or 2012 under his former employment agreement.) Notwithstanding anything to the contrary in the Mono County Code, the maximum vacation days that may be accumulated by Mr. Rudolph as of December 31st, the end of the calendar year, shall not exceed 47.5 days (i.e., two and one-half Mr. Rudolph's annual vacation day accumulation under this Agreement). If Mr. Rudolph's total accumulated vacation days exceed 47.5 days on December 31, then his vacation accrual will cease effective January 1, until Mr. Rudolph's accumulation of vacation days falls at or below 47.5 days. Once Mr. Rudolph's accumulation of vacation days falls at or below 47.5 days, then his accrual of vacation days will re-commence for the remainder of the calendar year. Whenever Mr. Rudolph has accrued a minimum of 120 vacation hours, he may, upon written request, be compensated for up to a maximum of 40 vacation hours of accrued vacation per year, instead of taking that time off.
5. Mr. Rudolph does hereby knowingly and voluntarily relinquish and waive any rights or interests he may have, now or in the future, to receive a retiree health benefit from the County. In consideration for that relinquishment and waiver, Mr. Rudolph will be eligible to receive County contributions into the Internal Revenue Code Section 401(a) Plan established by the County. Upon implementation of said plan, the County shall contribute into the Section 401(a) Plan an amount on behalf of Mr. Rudolph equal to the amount contributed by Mr. Rudolph (if any) from his or her own pre-tax salary equal into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of Mr. Rudolph's pre-tax salary. Accordingly, if Mr. Rudolph contributed a total of 1-3% of his pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match his 457 contribution; if Mr. Rudolph contributed more than 3% of his pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of Mr. Rudolph's pre-tax salary and would not fully match his 457

contribution. Mr. Rudolph may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Mr. Rudolph shall vest -- that is, earn the right to withdraw -- the County's contributions into the 401(a) Plan on his behalf based on years of County service, as set forth more fully below. The 401(a) Plan shall provide the following schedule of vesting requirements for Mr. Rudolph or any other participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day to less than 6 years	80%
6 years	100%

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

6. Mr. Rudolph shall also continue to be entitled, at his election, to either (1) an assigned County vehicle for business use, including commuting from a principal residence within the County or (2) \$907/month vehicle allowance. Mr. Rudolph may change his election at any time during the term of this Agreement. The benefits provided by this paragraph, including but not limited to any future adjustments in the amount of the automobile allowance, are governed by the County's Management Benefits Policy, as currently adopted and as the same may be amended from time to time and unilaterally implemented by the County.

7. The County shall pay all of the professional dues, subscriptions, and other expenses necessary for Mr. Rudolph's continuing and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and for the good of the County. Such expenses include the reasonable costs of attending various educational programs that will provide Mr. Rudolph with credit toward his fulfillment of the state bar's Mandatory Continuing Legal Education (MCLE) requirements. The County particularly supports and encourages Mr. Rudolph's active participation in the County Counsels' Association of California and will pay his reasonable and

necessary costs of attending at least three meetings each year hosted by that association, such as the annual fall meeting, mid-winter meeting, and spring civil-law meeting.

8. Mr. Rudolph understands that his general benefits shall be at least equal to those provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, as currently adopted and as the same may be amended from time to time and unilaterally implemented by the County. Such benefits include CalPERS retirement benefits (currently 2.7% at 55); sick leave, CalPERS medical insurance, County dental and vision coverage, and life insurance.
9. This Agreement constitutes the entire agreement of the parties. It specifically supersedes the employment agreement between the parties entered into on or about December 20, 2011. Consistent with Mr. Rudolph's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Rudolph may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Rudolph's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
10. 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 compensation, appointment, and conditions of County employment and its authority under Section 27640 to appoint a county counsel. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Rudolph'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 Mr. Rudolph's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
11. The parties acknowledge that this Agreement is executed voluntarily by them, without duress or undue influence on the part or on behalf of any party. The parties further acknowledges that they have participated in the negotiation and preparation of this agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right to do so, and that they are 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.

12. The County understands and acknowledges that Mr. Rudolph has only represented himself and has not acted as the County's attorney with respect to the negotiation and preparation of this Agreement.

III. EXECUTION:

This Agreement shall be deemed executed as of December 20, 2012.

MARSHALL RUDOLPH

THE COUNTY OF MONO

By: Vikki Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

Tim Kendall
DISTRICT ATTORNEY
County of Mono



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Marshall Rudolph
SUBJECT	Claim For Damages by Inland Aquaculture Group		

AGENDA DESCRIPTION:

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

Claim for damages presented on November 2, 2012, by Inland Aquaculture Group, LLC (County Claim No. CI12-13) and any amendments thereto.

RECOMMENDED ACTION:

Consider said claim (as amended) and take such action, if any, as the Board deems appropriate. Direct County Counsel to notify claimant (through their attorneys) of the Board's decision.

FISCAL IMPACT:

None if the claim is rejected and/or if no action is taken.

CONTACT NAME: Marshall Rudolph

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[IAG claim](#)

History

Time	Who	Approval
12/5/2012 12:13 PM	County Administrative Office	Yes
12/5/2012 9:41 AM	County Counsel	Yes
12/5/2012 12:25 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Tara McKenzie
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: December 11, 2012

RE: Inland Aquaculture Group Claim For Damages

Recommendation:

Consider Claim For Damages presented on or about November 2, 2012, by Inland Aquaculture Group, LLC (County Claim No. CL12-13) and any amendments to said claim. Take such action, if any, with respect to the claim as the Board deems appropriate. Direct County Counsel to notify Claimant of the Board's decision. Provide any desired direction to staff.

Fiscal/Mandates Impact:

None, if the claim is rejected and/or if no action is taken.

Discussion:

In accordance with Board practice regarding claims for damages, a copy of Inland Aquaculture Group's claim is not enclosed in your packets but will be provided to you at the meeting. It will also be discussed in closed session.

If you have any questions regarding this item, please call me at 924-1707.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Public Works - Facilities Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Joe Blanchard
SUBJECT	Old Sheriff's Sub-Station Property		

AGENDA DESCRIPTION:

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

Review of estimates for sub-station remodel.

RECOMMENDED ACTION:

Review and discussion of the estimates for the remodeling of the sub-station. Provide any desired direction to staff.

FISCAL IMPACT:

Fiscal impact in the form of both revenue and expenses will be determined by any future construction and or leases entered into for the sub-station property.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@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

[Sheriffs Sub Staff](#)

History

Time

Who

Approval

11/30/2012 5:03 PM	County Administrative Office	Yes
12/5/2012 12:24 PM	County Counsel	Yes
12/5/2012 12:26 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5415 • FAX (760) 932-5411

rsherman@mono.ca.gov

James Arkens
County Administrative Officer

Rita Sherman
Director of Facilities

Date: December 11, 2012

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Facilities Superintendent

Re: Old Sheriff's Substation Property

Recommended Action:

Review and discuss the estimates received for the remodeling of the sub-station. Provide any desired direction to staff.

Fiscal Impact:

Fiscal impact in the form of both revenue and expenses will be determined by any future construction and or leases entered into for the substation property.

Background:

The Old Sheriff's Substation property (substation) is located at 1311 Substation Road, approximately 1.3 miles southeast of the intersection of US 395 and SR 203 near Mammoth Lakes. The majority of this property (3 acres) was acquired by Mono County in 1961 from the State of California, while the remaining 0.3 acres was acquired from the City of Los Angeles in 1968. The septic system is located on-site and the adjacent property licensed from LADWP is for a septic leach field only.

The Board requested staff seek estimates of the cost to construct a living quarters for the current tenant. An architect provided drawings to the building department which were approved. These drawings were given to 3 local contractors who were asked to provide estimates of the cost to complete the scope of work covered in the drawings.

Respectfully submitted,

Joe Blanchard, Facilities Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 11, 2012	DEPARTMENT	Information Technology
ADDITIONAL DEPARTMENTS	Community Development		
TIME REQUIRED	40 minutes	PERSONS APPEARING BEFORE THE BOARD	Nate Greenberg
SUBJECT	Digital 395 - Last Mile Provider Plan		

AGENDA DESCRIPTION:

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

Provide an update to the Board regarding the development of the Digital 395 Last Mile Provider Plan. Report on the outcome of public outreach performed at RPAC meetings, discuss outstanding items, and final steps for creation and adoption of the plan.

RECOMMENDED ACTION:

Provide additional feedback or direction to staff for development of Last Mile Provider Plan.

FISCAL IMPACT:

Unknown at this time.

CONTACT NAME: Nate Greenberg

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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

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History

Time	Who	Approval
11/30/2012 5:01 PM	County Administrative Office	Yes
12/3/2012 3:55 PM	County Counsel	Yes
12/5/2012 12:27 PM	Finance	Yes



**INFORMATION TECHNOLOGY
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Clay Neely
Information Technology Director

Nate Greenberg
GIS Coordinator

To: Honorable Board of Supervisors

From: Nate Greenberg, GIS Coordinator & Digital 395 Project Manager

Date: December 5, 2012

Subject

Digital 395 Workshop #5 : Last Mile Provider Plan progress & next steps

Discussion

The purpose of this workshop is to update the Board on the status of the development of the County's Last Mile Provider Plan.

Since the last workshop, staff has solicited community feedback from RPACs, and formed a Technical Advisory Committee at the Board's request.

This workshop will review the feedback from these efforts, provide some ideas presented to staff in the form of recommendations, and discuss next steps for finalizing the components of the Last Mile Provider Plan.

Recommendation

Review recommendations brought forward in presentation by communities, technical advisory committee, and staff. Provide direction to staff in relevant areas for next steps.

Fiscal Impact

None

Last Mile Provider Plan

Progress Report & Next Steps



December 11, 2012



WORKSHOP TOPICS

a) What has been accomplished to date

- a) Draft policy development
- b) RPAC outreach
- c) Formation of Technical Advisory Committee

b) Resulting recommendations & Board feedback

c) Next steps

- a) Internal product development process
- b) External document development process



DRAFT POLICY DEVELOPMENT

- Draft language for Broadband Deployment section for new General Plan Telecommunications chapter
- Policy concepts vetted through internal working group, Technical Advisory Committee, and RPACs
- Will continue to be refined for inclusion in General Plan



RPAC OUTREACH

- **Purpose**
 - Provide information about how D395 will impact that community
 - Get community reaction to broadband deployment concepts
 - Receive feedback regarding desired technology & distribution
- **RPACs visited:** Antelope Valley, Benton/Hammil, Bridgeport, Chalfant, Long Valley, Paradise, Wheeler Crest
- **RPACs remaining:** June Lake, Mono Basin



RPAC FEEDBACK : INTERNET SERVICE

- **Current service : Availability, Providers, & Quality**
 - Most residents are paying for Internet when it is available
 - Many people do not realize they have choices in providers
 - Many residents lamented their lack of bandwidth or reliability of service

- **Desired service levels**
 - Better service is desired and welcomed by almost everyone
 - Most residents understand technology differences and service implications
 - Virtually everyone is willing to pay a little more to get better service



RPAC FEEDBACK : SERVICE DISTRIBUTION

- **Service vs. Distribution method**

- Most residents indicated a preference for Internet service, regardless of distribution method
- Residents understand that distribution methods and associated service will vary from community to community

- **Overhead vs. Underground**

- Most residents support use of existing poles for wireline distribution
- Where undergrounding opportunities exist and can be reasonably pursued, do so – no push to underground everything
- Residents are generally ok with towers as long as they are conspicuously placed in smart/effective locations



GENERAL THEMES

- Want the best service possible, as quickly as possible
- Prefer wireline over wireless, and understand cost and construction implications of each
- Feel that co-location of facilities is important
 - Look at existing locations first
 - Look toward public facilities (fire stations, etc) for new sites
 - Evaluate sites for effectiveness so as to not create them unnecessarily (cell coverage)
- Visual impact of overhead lines is important, but not as much as having service



TECHNICAL ADVISORY COMMITTEE

- Formed based on recommendation of Board at October workshop.
- Have met once so far
 - Additional meetings after January 1
- Membership consists/will consist of:
 - County staff (Community Development, Public Works, County Counsel)
 - Cliff Beddingfield (Praxis/CBC)
 - Chris Carmichael (Carmichael Business Technology)
 - Danny Roberts (Planning Commission)
 - More to come...



RECOMMENDATION #1 : CONDUIT IN STREETS

1. Install 'open access' conduit in County roads during construction projects - when feasible

“Conduit is cheaper than pavement”

Immediate Project Opportunities:

- Bridgeport
 - Street project happening early next year
 - CSA funding & interest exists
 - Need network design (could be done by Praxis)
 - Solicit bids through Public Works
 - ASAP timeframe
- Lee Vining
- Chalfant
- June Lake



RECOMMENDATION #2 : PROVIDER INCENTIVES

2. Incentivize providers by waiving taxes/fees for 3 years

- Goal to get as many providers to the table and constructing projects as possible in next 1-3 years
- County can rent/lease rights-of-way or other property used by providers
- A 2% Gross-sales tax is currently charged to cable-based ISPs (Suddenlink & Escape Broadband)
 - Mono County raises roughly \$5,000 each year from Franchise Fees

Recommendation

- Waive all DIVCA based franchise fees and rents/leases for three years



RECOMMENDATION #3 : CHERRY-PICKING

3. Encourage providers not to 'Cherry-Pick' communities by offering a reduced tax for projects meeting certain criteria
 - Seek out and encourage providers to do work in harder to reach communities based on community tiering & prioritization matrix
 - Once taxes/franchise fees are re-instated (after 3yrs.) adjust rate for provider based on service portfolio

Recommendation

- Waive or reduce tax for providers who construct projects or offer service in Tier 2 (hard to reach) communities



RECOMMENDATION #4 : LEVEL THE PLAYING FIELD

4. Level the playing field for all service providers by making all ISPs subject to the same set of taxes

- The County currently only has the authority to tax Cable based Internet Service Providers through DIVCA
- Dedicate revenue generated through these taxes to broadband, telco, or utility specific purposes that benefit communities

Proposed Solutions

- A. Pursue a tax measure targeted at exempt ISPs - tie tax structure to DIVCA so all providers are treated equally. Take measure to voters during next general election.
- or -
- B. Set DIVCA tax amount to 0%
(sliding scale between 0% - 5%)



NEXT STEPS : INTERNAL PRODUCTS

- Finalize language for Telcom chapter of General Plan
 - Incorporate feedback from advisory committee, Board, and communities
- Outreach policies to public via RPACs



NEXT STEPS : EXTERNAL PRODUCTS

- Compile consumer targeted White Paper –
‘How Digital 395 will benefit you’
 - Information for residents
 - Information for businesses
 - Resources for all users (provider list, coverage maps, etc.)
- Further dissemination of provider-focused information
 - Community structure, existing service levels, tiering
 - Demographics
 - Policies & incentives
 - Pre-selected sites

THANK YOU

BROADBAND DEPLOYMENT & IMPLEMENTATION

GOAL:

Facilitate the timely distribution of the best broadband service possible, to as many users within community areas and key transportation corridors as possible, in a timely and cost effective manner that minimizes impacts to visual and natural resources.

Objective A : Work with providers to deliver the best service possible.

Policy 1 : New broadband implementations shall exceed standards set by the California Advanced Services Fund (CASF) for 'Served' communities.¹

Action 1.1 : Monitor current CASF standard for broadband speeds and make providers aware of this standard.

Action 1.2 : Require providers to perform and submit speed tests from customer end-points on a regular basis.

Policy 2 : Utilize the Best Available Technology for new projects.

Action 2.1 : Look to high capacity wireline solutions (e.g. Fiber-to-the-Premise) before lower capacity solutions.

Action 2.2 : Look to wireless solutions only when wireline is impractical.

Action 2.3 : Evaluate technology options based on (a) quality of service; (b) deployment timeline; (c) impact on the environment and visual character; and (d) cost. Look to strike a balance between these given the population and location of service area.

Policy 3 : Establish and maintain Customer Service Standards.

Action 3.1 : Ensure that all providers doing business in Mono County possess a current Business License, and are current on all applicable Franchise Licenses, and Franchise Fee payments.

Action 3.2 : Maintain a library of Customer Service Standards for all providers doing business in Mono County.

Action 3.3 : Periodically review standards and providers' performance within service areas.

Objective B : Work with providers to deploy broadband to as many community areas and key transportation corridors as possible.

Policy 1 : Work with providers and other entities to develop projects that deliver high quality broadband service to all communities.

Action 1.1 : Establish and maintain a list of high priority communities that can be referred to when providers are looking to build new projects.

Action 1.2 : Coordinate and work with Eastern Sierra Connect Regional Broadband Consortium (ESCRBC) to find funding opportunities for providers interested in building projects in 'Unserved' and 'Underserved' communities.

Action 1.3 : Recognize Cost-Benefit and Return On Investment economic realities with respect to technology options and the value of extending broadband service to areas that were previously 'Unserved' or 'Underserved'.

Action 1.4: Look for opportunities to establish wireless Internet access in other rural or outlying areas for the purpose of enhancing Health & Safety or other Economic Development purposes where wireline is determined to be impractical.

Objective C : Minimize the impact on the environment and scenic resources while implementing projects.

Policy 1 : Choose distribution methodologies that cause the least environmental and visual impact.

Action 1.1 : Look for underground opportunities in all project areas before considering overhead options.

Action 1.2 : Follow policies and procedures set forth in the Mono County General Plan with respect to overhead distribution lines, including Chapter 11.

Action 1.3 : Install tower & antennas for wireless distribution in inconspicuous locations consistent with Mono County design guidelines, General Plan requirements, and CEQA.

Policy 2 : Co-locate facilities and infrastructure to avoid proliferation of new sites and carefully choose sites to encourage the best coverage possible.

Action 2.1 : Utilize existing wireline infrastructure (through fiber swaps, use of existing Digital 395 backbone, etc.) before constructing new wirelines.

Action 2.2 : Place new wireline infrastructure in existing underground conduit before installing new conduit.

Action 2.3 : Place new telecom facilities and infrastructure on properties or at sites where other facilities exist before looking for new locations.

Action 2.4 : Carefully evaluate new telecom sites so as to provide the best possible service and coverage area for the project.

Policy 3 : Minimize impacts to visual and natural resources while installing new distribution lines or implementing projects.

Action 3.1 : Install new wireline infrastructure underground in conformity with Mono County Code and General Plan Guidelines.

Action 3.2 : Install new distribution lines underground within scenic highway corridors unless a variance is granted for overhead installation.

Action 3.3 : Install overhead distribution lines in the least conspicuous manner possible consistent with Mono County design guidelines, General Plan requirements, and CEQA.

Action 3.4 : Use existing utility corridors and common poles wherever possible, when overhead distribution has been determined to be appropriate.

Action 3.5 : Install new poles only to avoid substantially adverse impacts to environmentally sensitive areas and in conformity with Mono County Code and General Plan Guidelines.

Action 3.6 : Look toward wireless distribution or other route options before installing new poles.

Action 3.7 : Recognize cost-benefit and return on investment economic realities with respect to distribution choices, and the value of getting broadband service to areas that were previously 'Unserved' or 'Underserved'.

Action 3.8 : Recognize the impact on project timeframes and implementation schedules of underground vs. overhead distribution to 'Unserved' and 'Underserved' areas.

¹ California Advanced Services Fund is a division of the California Public Utilities Commission (CPUC) and is responsible for increasing broadband adoption in hard to reach areas of California. More information at <http://www.cpuc.ca.gov/PUC/Telco/Information+for+providing+service/CASF/index.htm>.

Additional considerations/topics/sections:

- Funding policy/objective(s) – Scott
- CIP/List of priorities for communication improvements
- Anti-Cherry-Picking