



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 just below.

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

Regular Meeting June 3, 2014

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

1. 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. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on May 20, 2014.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. 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.)

A. Property Tax Software Maintenance Agreement

Departments: Finance

Renewal of contract and addendum with Megabyte Systems, Inc. for software maintenance and web services for the County's property tax system.

Recommended Action: Approve and authorize the Chairman's signature on contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

Fiscal Impact: \$114,000 to \$117,000 from the general fund split between the Assessor and the Finance Department.

B. Agreement between County of Los Angeles and County of Mono for Intrastate Transportation Services for Prisoners

Departments: Sheriff

A signed agreement from the Board of Supervisors giving the Los Angeles County Sheriff's Department the authority to transport Mono County prisoners pursuant to California Government Code Section 26775.

Recommended Action: Request the Board of Supervisors to authorize and sign a five-year (2014-2019) agreement with the Los Angeles County Sheriff's Office for inmate transportation services.

Fiscal Impact: Billing Rates for FY 2014-2015 Cost per prisoner, per mile: \$0.71
Cost per meal: \$6.17 In addition, if significant time is spent by Los Angeles County Sheriff's Office transportation personnel booking or picking up a County of Mono

prisoner, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

Note: Mono County is generally not charged by the Los Angeles County Sheriff's Office for the transportation services of our inmates. The fee schedule has been added to show what the cost could be for these services. Mono County and our jail personnel have maintained a good working relationship with Los Angeles County that our services are generally not charged.

C. Mailbox Ordinance - Second Reading (Adoption)

Departments: Pubic Works

Proposed Ordinance Adding Section 13.04.025 to the Mono County Code, pertaining to mailboxes. This ordinance was previously introduced and read at the Board's May 20th meeting and may now be adopted.

Recommended Action: Adopt proposed Ordinance No. 14-02, "An Ordinance of the Mono County Board of Supervisors Adding Section 13.04.025 to the Mono County Code, Pertaining To Mailboxes."

Fiscal Impact: None

D. FY13-14 RSTP Road Funding Agreement

Departments: Public Works

Annual funding through the Regional Surface Transportation Program (RSTP) is a major source of revenue for Mono County's road maintenance programs. This exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control of how the funds are expended.

Recommended Action: Approve and authorize Chairman's signature on the FY13-14 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program. Provide any desired direction to staff.

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

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Inyo National Forest Re Snow Making at June Mountain

Letter from John Regelbrugge (of the Forest Service), dated May 21, 2014 regarding a proposal received from June Mountain Ski Area to drill three or four test wells at JMSA for snowmaking for ski trails.

B. LADWP Letter with Mono Basin Compliance Reporting

Information dated May 14, 2014 from Richard Harasick, Director of Water Operations

at Los Angeles Department of Water and Power, detailing required compliance reports. A compact disc, containing copies of all three reports are available in the clerk's office. The CD will be filed in the June 3, 2014 meeting folder.

9. REGULAR AGENDA - MORNING

A. Senior Services Update

Departments: Social Services

35 minutes (20 minute discussion; 15 minute discussion)

(Kathy Peterson and Megan Foster) - Presentation by Social Services Kathy Peterson and Megan Foster regarding Mono County Senior Services Program update.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

B. Antelope Valley Fire Protection District Request for Fireworks Approval

Departments: Board of Supervisors

20 minutes (10 minute presentation; 10 minute discussion)

(Mike Curti, Fire Chief) - Request from Antelope Valley Fire Protection District for Board approval to issue Fireworks Permit(s) to the Park Family on days other than the 4th of July, pursuant to Mono County Code 10.18.040, on any given year and provided that the following conditions are met as to each Permit issued by the District: (1) The Fire Chief has approved of the use or discharge at the proposed date and time; (2) The owner, lessee, or occupier of the property has authorized the use or discharge; (3) The Fire Chief retains authority to revoke his authorization at any time based on conditions at the time, date, and designated location; and (4) The Fire Chief supervises and controls the fireworks activities. This item is being sponsored by Supervisor Fesko.

Recommended Action: Approve the issuance of Fireworks Permit(s) to the Park family by the Antelope Valley Fire Protection District on days other than the 4th of July, pursuant to Mono County Code 10.18.040, on any given year, provided that all of the conditions in section 10.18.040 are met.

Fiscal Impact: None.

C. Mono County Tourism & Film Commission Workshop

Departments: Economic Development

35 minutes (20 minute presentation; 15 minute discussion)

(Alicia Vennos/Jeff Simpson) - Presentation by Alicia Vennos and Jeff Simpson regarding the Tourism & Film Commission's highlights, successes, and challenges in 2013-14.

Recommended Action: Presentation only. Provide direction to staff.

Fiscal Impact: None.

D. Great Basin Unified Air Pollution Control District - Distribution of Environmental Public Benefit Funds

Departments: County Administrator

15 minutes (5 presentation, 10 Board Discussion)

(Jim Leddy) - Per the request of Chairman Larry K. Johnston, this item is being brought forward to have the Board provide direction to on use of the Great Basin Unified Air Pollution Control District's distribution of Environmental Public Benefit funds for Mono County.

Recommended Action: Provide direction on potential applications for use of the \$193,936.37 in Environmental Public Benefit Funds.

Fiscal Impact: None at this time.

E. Continuing Publication of Legal Notices

Departments: Clerk of the Board

20 minutes (5 minute presentation; 15 minute discussion)

(Shannon Kendall) - On June 30, 2014, the Purchase Order Agreement with both Mammoth Times and The Sheet for the publication of legal notices will expire. At this time, we need to decide how the Board would like to proceed as we go forward.

Recommended Action: 1. Authorize the County to maintain status quo by extending the current Purchase Agreements with Mammoth Times and The Sheet for one year; 2. Send out a new Request for Proposal; 3. Provide other direction to staff.

Fiscal Impact: None at this time if Board decides to extend current Purchase Order Agreements for one year; to be determined if a new request for proposal is sent out.

10. 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.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono

County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Public Employee Performance Evaluation - Government Code section 54957. Title: County Administrator.

Departments: County Administrator

(Jim Leddy) - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Conway Ranch. Agency negotiators: Marshall Rudolph and Tony Dublino. Negotiating parties: Mono County and Eastern Sierra Land Trust. Under negotiation: price and terms of payment (for conservation easement).

D. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.

E. Closed Session - Conference with Legal Counsel

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

REGULAR AFTERNOON SESSION - NONE

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on May 20, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[05-20-14 Draft](#)

History

Time	Who	Approval
5/27/2014 11:20 AM	County Administrative Office	Yes
5/27/2014 9:54 AM	County Counsel	Yes
5/28/2014 12:03 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 just below.

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

**Regular Meeting
May 20, 2014**

Flash Drive	On portable recorder
Minute Orders	M14-84 to M14-91
Resolutions	R14-29 to R14-
Ordinance	Ord14-02 NOT USED

9:00 AM Meeting Called to Order by Chairman Johnston.

*Supervisors present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors absent: None.*

*Break: 10:26 a.m.
Reconvene: 10:40 a.m.
Closed Session/Lunch: 10:50 a.m.
Reconvene: 1:00 p.m.
Adjourn: 2:10 p.m.*

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Andrew Jones(business owner, June Lake):

- Here with different perspective on Conway Ranch issues.
- It's very important to stock large fish for his business.
- Gave brief history of how stocking fish affect his business; it's important on an educational and an economical basis.

2. APPROVAL OF MINUTES

A. Board Minutes

Note

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

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on May 6, 2014.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

M14-84

B. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on May 13, 2014, as corrected.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-85

Supervisor Stump:

- Third bullet point should read, "Spoke with a Treasury Oversight Committee member after the meeting who was very pleased".

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- Attended ESTA with Supervisor Hunt who already covered the details.
- Also attended Mono Basin RPAC with Supervisor Hunt last Wednesday: reminded everyone how much time has been spent on the Conway Ranch issues; there is a lot to it. Recognized the team and their efforts. Remains important to get correct information and fact sheets out to the public. Need to keep eye on the big picture.
- Worked with group in June Lake on the monument signage update; thanked Scott Burns for recruiting his daughter who did drawings for them of three potential signs.

Supervisor Fesko:

- 5/15 – attended Bridgeport RPAC; moving forward with continued discussion of Main Street beautification. There is also an item on consent agenda for some CSA monies to be spent.

Supervisor Hunt:

- Last Wednesday night, attended Mono Basin RPAC meeting; Conway Ranch discussion including MOU with Caltrans. There was a lot of misinformation scattered around that night but he thinks the facts got straightened out; Conservation Easement Management Plan to be coming out soon. There is a group of people in Lee Vining worried about the property. Still have deadline of July 1st for MOU with Caltrans.
- May 15th – Attended First Five Interagency meeting in Mammoth (Alpine, Inyo and Mono Counties); Molly Desbaillets did a presentation with other two counties, great interaction. It was nice to have a state representative here.
- Thursday, attended LAFCO special meeting to initiate budget plans for next year.
- Last Friday, ESTA meeting in Mammoth; regular business attended to.
- Took friend to Bodie last week; road still bumpy. Still lots of work to do.

Supervisor Johnston:

- Town clean-up day this past weekend was successful.
- Golf Courses are opening in Mammoth this weekend, weather permitting.

Attended CSAC Legislative conference:

- State not likely to negatively affect us too much this year; there might be a few things

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that will have a positive benefit.

- Counties in the state have not been paid for PILT for several years now; a lot of money is owed. The state is making a down payment this year – we may get about \$65,000.
- AB109 – prison realignment act – we should get some money from that as well.
- State putting away a “rainy day” fund each year; have indicated they’ve done better than they thought but mainly from capital gains.
- Statewide, we’re doing well. Things are improving.
- Talked with head of Department of Finance; last part of conference was CSAC meeting – this year’s budget adopted and are looking at a number of issues. Talked to Mariposa, Inyo, Alpine county leaders to see how things are going in their counties.

Supervisor Stump:

- Last Friday, attended the Tourism Economic Development meeting in June Lake; discussion about Digital 395; Tourism Dept. developing a video to view on the Internet; briefing from Bookings.com and Bodie Foundation. Update on various Bodie events, tours and hours. He has contact information for anyone that wants it.
- Last night – Crowley Budget Town Hall meeting; 12 citizens attended. Good discussion about collaborative potential; nice to hear community look at ways to reduce costs but maintain service levels.
- Shout out to Lynda Roberts and her husband Dennis. He saw them unloading elections equipment in Crowley lake (then on to June Lake) on Saturday.
- Thanked Sheriff’s Department for their response to some District issues he was having.
- He met with Sally Miller of the Wilderness Society along with Brent Calloway and Scott Burns. There will be a presentation soon on the proposed expansion of existing corridor.

5. COUNTY ADMINISTRATIVE OFFICE

Jim Leddy:

- Attended CSAC Legislative Conference – basic message is that the State won’t be hurting us as much financially this year. All Mono County departments have been given state analysis to assist with their own budgets.
- Bridgeport Budget Town Hall last Tuesday; 12 people in attendance. Didn’t focus as much on budget as on the future of Bridgeport.
- Strategic Planning Steering Committee: The draft from the overall employee meeting is out; next meeting on 5/29. Looking at June 10th as a possibility for a presentation to the Board, with input from employees.
- Attended Crowley Budget Town Hall last night.
- Discussion about Property Tax roll; we are not recovering like the rest of the state. It’s happening much more slowly.

6. DEPARTMENT/COMMISSION REPORTS

No one spoke.

7. 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.)

A. Employment Agreement of Jeff Walters as Public Works Director/ Director of Roads Operations/Fleet Services

Departments: County Administrator/Human Resources

Note

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Proposed resolution approving a contract with Jeff Walters as Public Works Director/Director of Roads Operations, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R14-32, approving an employment agreement with Jeff Walters 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; Stump seconded

Vote: 5 yes; 0 no

R14-32

Pulled by Supervisor Fesko:

- Asked that this item be held until after closed session as he has information that needs to be discussed.

Item brought back when board reconvened at 1:00 p.m.

Jim Leddy:

- Explained terms of agreement and that a correction was needed (to be taken care of prior to signing).

Supervisor Fesko:

- The Board has looked at how past practice has been with Public Works Director; he feels Jeff knows what this Board expects.
- He expressed that this Board is here to support Jeff's future efforts.

B. At-Will Contract for Alicia Vennos, Economic Development Director

Departments: Human Resources

Proposed resolution approving a contract with Alicia Vennos as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R14-29, approving an employment agreement with Alicia Vennos, 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; Alpers seconded

Vote: 5 yes; 0 no

R14-29

C. CSA #5 Budget Amendment for Courthouse Beautification Project

Departments: Finance

CSA #5 Budget amendment for the Bridgeport Beautification Project.

Action: Approve budget amendment for CSA #5 to allow the purchase of two benches, a planter and trash can combinations for the Bridgeport Courthouse Beautification Project by reducing contingencies and increasing Capital Equipment > \$5,000 by \$12,000 (4/5ths vote required).

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

Note

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M14-86

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Glenn County Board of Supervisors Water Bond Letter

Letter from Glenn County Board of Supervisors, dated April 18, 2014, regarding the Development of a Balanced 2014 Water Bond. Informational only.

B. Wildlife Conservation Board Notice of Meeting

Notice of the May 22, 2014 Wildlife Conservation Board, highlighting the agenda item related to Mono County. The entire agenda packet contents are available for viewing at the Clerk's office.

C. Notice from Fish and Game Commission

Notice of proposed regulatory action dated May 6, 2014 from the Fish and Game Commission, relative to Sections 300 and 708, Title 14, California Code of Regulations, relating to upland game bird, which will be published in the California Regulatory Notice Register on May 9, 2014.

Pulled for discussion by Supervisor Johnston:

- We need to write a very strong letter opposing the hunting of sage grouse in light of the endangered species issues.
- The idea that anyone would be hunting sage grouse at this point is appalling.
- Asked for a letter to be drafted and signed by the Board chair as soon as possible.
- Wendy Sugimura to do this?

D. Additional Notice of Proposed Regulatory Action

Notice of proposed regulatory action dated May 7, 2014 from the Fish and Game Commission, relative to Amending Section 502, Title 14, California Code of Regulations, relating to Waterfowl Regulations for the 2014-2015 seasons, which will be published in the California Regulatory Notice Register on May 9, 2014.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. 2013 Crop and Livestock Report

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) - The Agricultural Commissioner will present the 2013 Inyo/Mono Crop and Livestock Report.

Action: None. Informational Only.

Note

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Nathan Reade:

- Handouts of 2013 Crop and Livestock Report. Copy of Report to be kept in today's file folder.
- Slide presentation.
- Gave statistical information.
- Mono County is ranked 44 out of 58 counties in agricultural production.
- Our agriculture is up due to our commodities.
- He's always pushing grapes; we could get a pretty good price.
- We're already a very popular area for agriculture.

Supervisor Hunt:

- Our agriculture has gone up three times over last year?

Supervisor Johnston:

- Any special crops on the horizon?
- Anything that the county can do specifically to encourage agriculture and awareness of it? Asked Nate to think about it.

Supervisor Fesko:

- Where are the acres of grapes?

Supervisor Stump:

- He thinks most citizens in Mono County are unaware how much of an economic driver agriculture is for us. We need to continue to spread the word about this.
- This is a reminder for all of us to not get in the way of this type of production. He feels agriculture is unappreciated.
- He'd like Nate to keep an eye on new food safety regulations; they seem to be completely overbearing. We need to know about that in case we need to send letters. Asked him to come back more frequently if necessary.

B. Unanticipated Gas Tax Revenue

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) - The Agricultural Commissioner's Department has received an unanticipated gas tax revenue in the approximate amount of \$11,701. The Agricultural Commissioner is requesting that the funds be set aside for future use to construct a building to house his Department.

Action: Authorize unanticipated gas tax revenue, in the approximate amount of \$11,701 to be set aside for the Agricultural Commissioner's Department for future use to construct a building for this department.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

M14-87

Nathan Reade:

- Explained item and why these funds are available.
- In the past, unanticipated gas tax revenues have been placed into a trust for the Agricultural Commissioner's Department's new building.
- They've gone out to bid on the building; will put budget together soon to begin moving forward. Maybe within a couple months.

Supervisor Hunt:

- Asked when this might be moving forward?

Supervisor Stump:

- Asked about the general fund impact?

Note

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C. Active Transportation Program Grant Application

Departments: Public Works, Community Development

(Wendy Sugimura, Gerry Le Francois, Garrett Higerd) - Active Transportation Program grant for Bridgeport and Lee Vining Safe Route to Schools project.

Action: Authorize staff to prepare and submit an application for an Active Transportation Grant (ATP) for the Bridgeport and Lee Vining Safe Routes to School (SRTS) project.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M14-88

Wendy Sugimura:

- Explained item; this was a team effort. They've been working hard on this application as it is due soon.
- They've tried to qualify entire project as Safe Routes to School so there will be no match.
- Handed out exhibits (to be posted online).
- Took project to Bridgeport and Lee Vining RPACS; resulted in some changes.
- Walked Supervisors through two scopes of work with detailed explanations.
- Caltrans has approved these plans.
- The County will need to install and remove curbs. Explained different options associated with this.
- Mike Booher at the Sheriff's Department has committed inmates to help with permanent curb extensions and snow removal.
- Also thanked Terry at Caltrans for help with this.

Garrett Higerd:

- There are details related to curb issues that will need to be worked out as we go forward.
- This is the first round of two rounds of funding.
- Due at 3:00 p.m. tomorrow in Sacramento. Barely meeting the deadline.
- This is new funding; not sure yet about how flexible they can be on how money is spent.

Supervisor Stump:

- Who will remove temporary curbs? Has a concern that with shrinking staff, we can't just keep piling on additional tasks.
- If funding received, are the tasks very specific as to what money can be spent on? Any flexibility?

Supervisor Fesko:

- Biggest hurdle right now is securing the funding; this needs to be moved forward.
- Details can be worked out as we move on.

Supervisor Johnston:

- Congratulated them on getting this in Caltrans right of way; it's a major hurdle.
- Asked about street lights they want to use.
- Suspects we could design something for temporary curbs.

D. Ratification of Mono County Deputy Sheriffs Association Memorandum of Understanding - 2014 to 2017

Departments: County Administrator's Office/County Counsel

(Jim Leddy and Marshall Rudolph) - Proposed Memorandum of Understanding with the Mono County Deputy Sheriffs' Association pertaining to terms and conditions of employment.

Action: Adopt proposed Resolution R14-30, adopting and approving a

Note

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memorandum of understanding between the County and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association).

Alpers moved; Hunt seconded

Vote: 4 yes; 1 no: Stump

R14-30

Jim Leddy:

- Explained item.
- Three year term.
- Overall, it's about a .15% increase to the cost.

Supervisor Fesko:

- These negotiations started prior to the negotiations we're looking at now.
- Doesn't like it that everyone isn't getting an increase.

Supervisor Stump:

- This is a difficult decision because of what we're asking all other employees to do.
- He appreciates and understands how we got here, but we're asking other groups to do with less. It's a fairness issue.
- He would have a hard time supporting this.

Supervisor Alpers:

- Agrees with Supervisor Stump, it's hard. But sometimes we have to move forward.

Supervisor Hunt:

- Also agrees with everyone; hard decision. He does support it, however.

Supervisor Johnston:

- Also agrees with Supervisors Stump and Alpers; hard decision. But we do need to go forward.

E. Comment Letter for USFWS Sage Grouse Public Hearing

Departments: Community Development

(Wendy Sugimura) - Board of Supervisor comments for May 29 USFWS public hearing regarding listing proposal for Bi-State Distinct Population Segment of greater sage- grouse

Action: Approve and authorize the chair to sign letter to the USFWS regarding listing proposal for Bi-State Distinct Population Segment of greater sage- grouse.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-89

Wendy Sugimura:

- May 27th, 5:00 p.m. in Bridgeport at Memorial Hall – Local Area Working Group workshop; two public hearings to follow – May 28th, Minden at the Carson Valley Inn, and May 29th in Bishop (6:00 – 9:00) at the Home Economics Building at the Fairgrounds
- Explained timeline of all of this.
- County taking two tactics to address bi-state issue.
- Explained points in letter.
- Discussed the no hunting position on sage grouse and need for a letter (based on correspondence on this agenda). She'll write a letter and bring back to Board.

Supervisor Stump:

- Mentioned earlier piece of correspondence about sage grouse and wanting a letter of opposition to hunting.

F. Temporary Road Closures for, and Assistance with, the 152nd Bridgeport 4th of July Celebration

Note

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Departments: Public Works

(Jeff Walters) - The 152nd Annual 4th of July Celebration in Bridgeport takes place this year. At the April 15, 2014 Mono County Board of Supervisors meeting the Board adopted two resolutions regarding this event. A recent change to the event requires amending the resolution regarding road closures.

Action: 1. Adopt Resolution No. R14-31, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for the 152nd Annual Bridgeport Fourth of July Celebration."
2. Authorize Public Works to purchase necessary signs for traffic control.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

R14-31

Jeff Walters:

- Bringing back to Board with one potential change; a business wants to have a band on Sinclair Street; this has been added. The change discusses this road closure.
- Explained signage issue as well.
- Yes, signs are currently being replaced; money has been set aside for that in the road fund.

Supervisor Fesko:

- Already in the process of updating signs so we have a budget for this?
- So we'd use Chamber's \$1500 first and then backfill with county money after that?

Supervisor Stump:

- Are residents on Sinclair street ok with this?
- We're only taking an action to close the road?
- At recent LTC meeting Caltrans indicated there was no give on the sign issue.

10. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

11. **CLOSED SESSION**

There was nothing to report out of closed session.

A. **Closed Session--Human Resources**

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

B. **Closed Session - Conference with Real Property Negotiators**

Note

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Conway Ranch. Agency negotiators: Marshall Rudolph and Tony Dublino. Negotiating parties: Mono County and Eastern Sierra Land Trust. Under negotiation: price and terms of payment (for conservation easement).

REGULAR AFTERNOON SESSION COMMENCES AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. CDBG Income Reuse Plan Adoption

Departments: Finance

(Megan Mahaffey) - Public hearing regarding and possible adoption of the Mono County Income Reuse Plan for the Mono County Community Development Block Grant (CDBG) Program.

Action: Adopt Resolution #R14-33, approving CDBG Program Income Reuse Plan with Jurisdictional Certifications.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

R14-33

Megan Mahaffey:

Powerpoint (copy to be posted to web):

- Background of Mono County CDBG Loans
- Program Income Reuse Plan
 - Housing Rehabilitation
 - Homeownership Assistance
 - Business Assistance (passed out CDBG Table of 2014 Income Limits for Mono County, to be posted to web)
 - Microenterprise Financial Assistance
- Staff Recommendation
 - Adopt proposed resolution.

Leslie Chapman:

- If we don't have this plan in place we won't ever be eligible to receive money.

Supervisor Stump:

- Is staff not recommending the homeownership assistance program?
- To clarify, we have no income at the moment; we're doing this in case we get some income. And, it could be as long as the year 2036 before we see any money?

Supervisor Johnston:

- This is not a large program, probably can't 'grow' into anything else.

Public hearing opened: 1:18 p.m.

Public Hearing closed: 1:18 p.m.

B. CDBG Homebuyer Program Guidelines

Departments: Finance

(Megan Mahaffey) - Public hearing regarding Community Development Block

Note

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

Grant (CDBG) Homebuyer Assistance Program Guidelines. Resolution of the Mono County Board of Supervisors Approving CDBG Homebuyer Program Guidelines with Jurisdictional Certifications.

Action: Adopt Resolution #R14-34, adopting CDBG Program Guidelines as amended.

Stump moved; Hunt seconded

Vote: 5 yes; 0 no

R14-34

Megan Mahaffey:

- Had a few changes to note on guidelines (noted changes).

Public Hearing open: 1:20 p.m.

Public Hearing closed: 1:21 p.m.

C. Contract Award for the Chalfant Streets Rehabilitation Project

Departments: Public Works - Engineering Division

(Garrett Higerd) - This project will rehabilitate approximately 5.5 miles of local streets and roads in Chalfant and White Mountain Estates.

Action: 1) Identify Qualcon Contractors Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize chair's signature on contract with Qualcon Contractors Inc. for the Chalfant Streets Rehabilitation Project in an amount not to exceed \$1,378,566.00; 3) 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 \$81,428.00 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 \$1,419,000, and are approved as to form and legality by County Counsel.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M14-90

Garrett Higerd:

- This project has been in the works for quite some time.
- Gave history of item.
- They received two bids on this project; the bidder's grand total exceeds the budget.
- Recommending bid schedule "A" with Qualcon Contractor's Inc.
- Cape Seal being used: project using preventative maintenance materials.
- This project is less than Bridgeport Streets but we will be treating two additional miles.

Supervisor Fesko:

- Asked about estimate and overall budget for project.
- Today we're just approving schedule "A"?

Supervisor Stump:

- He supports the recommended action.
- Brief discussion regarding cluster boxes.

Supervisor Johnston:

- Hope was to get this in sooner but bids weren't received on time.

Note

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

- This has been worked on at LTC level.

D. Follow-up to EMS System Workshop

Departments: EMS

(Dr. Richard O. Johnson) - Dr. Johnson presented a LEMSA Workshop on April 15, 2014. The opportunity for questions and discussion was postponed until this date.

Action: None (informational only).

Dr. Rick Johnson:

- This is National EMS week and the theme is "EMS dedicated for life".
- Today is for discussion only based upon last month's agenda item.
- He has had a couple meetings with ICEMA.
- To switch from ICEMA, it could cost us somewhere between \$50,000 to \$100,000 with ongoing costs but no base station in Mammoth.
- We'd need to present protocol issues to ICEMA.

Supervisor Stump:

- At the time of original workshop, there were also meetings with ICEMA, correct?
- Asked about Inyo/Mono County protocols.
- What are potential costs associated with going from ICEMA to LEMSA?
- Who makes decision about losing base station?
- How much time is being spent relearning and keeping up to date with new protocols?
- What are consequences of not following new protocols?
- Any potential to do an amendment of protocols?
- For too long, the County has just assumed there are tons of volunteers just stepping up to provide services. This isn't true. We don't have the money to make the change right now.
- As Dr. Johnson goes to Sacramento, he needs to keep conveying how much our rural county struggles.

Lynda Salcido:

- The Hospital Board would ultimately make the decision to not have Mammoth as a base anymore.

Jason Foster (Paramedic):

- ICEMA is the worst protocol to work with; his opinion is that going with someone else is what most of the paramedics would prefer.
- He'd like to see the medics get out of ICEMA.
- A lot of time is spent trying to keep up with protocols.
- Explained types of repercussions associated with not being up on all protocol changes.

Supervisor Fesko:

- Asked what neighboring counties are using?

Supervisor Johnston:

- Wanted to recognize Medics and staff; very appreciative of all the work they do.
- Thanked all of them very much.

E. Mailbox Ordinance

Departments: Public Works, County Counsel

(Jeff Walters, Marshall Rudolph) - Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes.

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

Note

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

Johnston moved; Hunt seconded

Vote: 5 yes; 0 no

M14-91

Jeff Walters:

- At a recent board meeting, he was directed to go out and have every mailbox in the county inventoried, checking for right of way and breakaway requirements; this was over 400 mailboxes.
- As a result of all this, there was an ordinance developed with Marshall's assistance.
- P. 2 of the ordinance, line 21, needs to be stricken. "which the county has inventoried and found acceptable"...strike that.
- This was a lengthy process; thanked all staff involved.
- He will make a "one stop shop" one of his goals.

Supervisor Fesko:

- Asked about wording to be stricken?

Supervisor Stump:

- He was the one that brought up the language to be stricken.
- He feels we need to bring all permitting to one counter, a one-stop shop.
- Down the road, if someone wants an encroachment permit for a mailbox only, it should be free.
- On proactive sense, getting permitting in one place with all materials, maybe putting something into property tax bills as information would be helpful.
- He's ok with ordinance as long as suggested language gets stricken.
- Final adoption of Ordinance? (Marshall: probably June 3rd.)

Marshall Rudolph:

- Explained that there was some misunderstanding with the way it was worded. It was easy enough to just strike that portion.
- The Ordinance does not address the fee; that can be addressed at a later time, separately.
- Need to fill in the blanks on ordinance.

Supervisor Hunt:

- This is a long time coming.

ADJOURN 2:10 p.m.

ATTEST:

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

Note

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Finance

TIME REQUIRED

SUBJECT Property Tax Software Maintenance Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Renewal of contract and addendum with Megabyte Systems, Inc. for software maintenance and web services for the County's property tax system.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

FISCAL IMPACT:

\$114,000 to \$117,000 from the general fund split between the Assessor and the Finance Department.

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:

Assessor
Finance Department

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Contract](#)
- [Exhibit A](#)
- [Exhibit B](#)

 [Addendum](#)

 [Addendum Fees](#)

History

Time	Who	Approval
5/19/2014 11:54 AM	County Administrative Office	Yes
5/22/2014 12:48 PM	County Counsel	Yes
5/28/2014 10:57 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

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

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

DATE: May 6, 2014
TO: Honorable Board of Supervisors
FROM: Roberta Reed, Assistant Finance Director
SUBJECT: Property Tax Software Maintenance Contract

RECOMMENDED ACTION:

Approve contract and addendum with Megabyte Systems, Inc., for software maintenance and web services. Provide any desired direction to staff.

FISCAL IMPACT:

FY 2014-2015 \$117,000.00.

DISCUSSION:

This is the annual maintenance contract for the County's property tax administration software and the addendum for web services that covers on-line payments and electronic access to tax information.

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2014 and terminating June 30, 2015
2 by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,
4 hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

- 5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.
- 7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
8 provide the services described in Exhibit A.
- 9 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
10 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of
11 this agreement, as deemed necessary by County, will be billable to County at Contractor's
12 standard hourly rate subject to advance written approval of County. If on-site support is
13 required, travel time and expenses will be charged in addition to the hourly rate for work
14 on-site.
- 15 4. Payments. County shall make payments of compensation hereunder monthly on submittal
16 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
17 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
18 invoice. Invoices shall be submitted to:

19 Mono County Department of Finance
20 PO Box 556
21 Bridgeport, CA 93517

22 The total sum of all payments made by the County to Contractor for services and work
23 performed under this agreement shall not exceed \$_____

- 24 5. Changes. Changes and modifications to this Agreement may only be made by prior
25 written change order of County, accepted in writing by the Contractor, specifying such
26 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to
27 by the parties hereto. In no case shall County pay for any extra work or material furnished
28 except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in
30 Contractor completing all work and if so, the duration of such delay.

31 6. County's Responsibility to Provide. County will provide, at its own expense, access to
32 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
33 (County minimum of T1 or business DSL speed).

34 7. No Waiver by County. Inspection of the work by the County, or the statement by any
35 officer, agent, or employee of the County, prior to written acceptance of the work or any
36 part thereof, indicating that the work or any part thereof complies with the requirements
37 of this Agreement, or the County's payment for the whole or any part of the work, or any
38 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
39 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
40 single instance shall not prejudice County's right to enforcement of all provisions of this
41 Agreement in any other instance.

42 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
43 County, its officers, agents, and employees, from and against any and all claims and
44 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
45 damage, injury or death as a result of negligence by Contractor in Contractor's
46 performance of this Agreement.

47 9. Patent or Copyright Infringement.

48 A. Contractor represents that the materials and products produced hereunder do not
49 violate others intellectual property rights (which include patent, copyright, trademark,
50 trade secret or other proprietary right.) In the event a claim, cause of action,
51 proceeding or other legal action should arise in which there are claims that the
52 materials and/or products infringe or violate another's intellectual property rights,
53 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no
54 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
55 disbursements, judgments, or the like. Contractor shall protect, defend and
56 indemnify and hold County harmless, subject only to County giving Contractor
57 prompt written notice of any such third party claim, cause of action or proceedings
58 and rendering to Contractor any reasonable information, assistance or access to
59 documents and materials required in the defense of any such cause of action.

60 B. Should the materials and/or products in Contractor's opinion, be likely or become the
61 subject of a claim of infringement of a patent, copyright or trademark, Contractor
62 may do any of the following: (1) obtain a legally binding right for County to use, at

63 no cost to County, the material and/or product; (2) replace or modify the material
64 and/or product so that it is non-infringing yet still complies with the RFP and the
65 Contract specifications; (3) repurchase the material and/or product by refunding all
66 moneys paid by County to Contractor for the material and/or product less
67 depreciation and reasonable costs for use and such other amounts as are mutually
68 agreeable to County and Contractor.

69 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,
70 and all applicable patents, copyrights and trade secrets in the MPTS2000+/MPTS2010+
71 software, shall remain with the contractor as owner/holder of such patents, copyrights,
72 and trade secrets, who shall retain complete rights to market such product, and no such
73 rights shall pass to County. However, County shall receive, at no additional cost, a
74 perpetual license to use such products for its own use.

75 11. Source Code. Contractor shall place source code for the licensed software and any
76 changes thereto, into a software escrow account. County shall have access to the source
77 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
78 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
79 shall be able to use the source code according to the terms of this agreement, and must
80 also be permitted to modify the code for its own use consistent with this agreement.

81 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term
82 hereof, insurance with respect to Contractor's performance of this Agreement of the
83 types and in the minimum amounts described generally as follows:

84 A. Full Workmen's Compensation and Employer's Liability Insurance covering all
85 employees of Contractor as required by law in the State of California.

86 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
87 (Bodily Injury and Property Damage) of not less than One Million Dollars
88 (\$1,000,000) combined single limit per occurrence (claim made).

89 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
90 on owned, hired, leased and non owned vehicles used in conjunction with
91 Contractor's business of not less than Three Hundred Thousand (\$300,000)
92 combined single limit per occurrence (claim made).

93 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
94 aforementioned insurance shall be furnished by the Contractor to the County by

95 certificates of insurance. Such certificates shall specify that County must be given written
96 notice 30 days prior to the cancellation or modification of any such insurance.

97 14. Insurance in Force and Effect During Contract Period. The insurance specified above
98 shall be in a form and placed with an insurance company or companies satisfactory to
99 County, and shall be kept in force and effect until completion to the satisfaction and
100 acceptance by County of all work to be performed by the Contractor under this
101 Agreement.

102 15. Confidentiality. Confidential information is defined as all information disclosed to
103 Contractor which relates to the County's past, present, and future activities, as well as
104 activities under this Contract. Contractor will hold all such information in trust and
105 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
106 County all written and descriptive matter which contains any such confidential
107 information.

108 16. Independent Contractor. Contractor shall perform this contract as an independent
109 contractor for all purposes. Contractor is not, and shall not be deemed, a County
110 employee for any purpose, including worker's compensation. Contractor shall, at
111 Contractor's own risk and expense, determine the method and manner by which the
112 duties imposed on Contractor by this contract shall be performed; provided that County
113 may monitor the work performed by Contractor; and provided further that Contractor shall
114 observe and comply with all laws and rules applicable to County in performing the work.
115 Contractor, not County, shall be responsible for Contractor's negligence and that of
116 Contractor's agents and employees in performing the work. Contractor shall be entitled
117 to none of the benefits accorded to a County employee. County shall not deduct or
118 withhold any amounts whatsoever from the compensation paid to Contractor, including
119 but not limited to amounts required to be withheld for state and federal taxes. Contractor
120 alone shall be responsible for all such payments.

121 17. Termination. The County or Contractor may terminate this agreement with 60 days
122 written notices.

123 18. Notices. All notices provided for by this Agreement shall be in writing and may be
124 delivered by deposit in the First Class United States mail, by certified, or by registered
125 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall
126 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,
127 California 95677. Notices to the County shall be addressed Mono County Finance

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Director. PO Box 556. Bridgeport, CA 93517. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

COUNTY OF MONO, a political subdivision of the State of California

By _____

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By _____
President
"CONTRACTOR"

Dated: _____

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.
- Several significant enhancements will be made to the system at no additional charge as follows:
 - Workflow for Assessor.
 - Appraisal Suite for Assessor.
 - Direct sale enrollment for certain property transfers.
 - Trees & vines data capture and assessment.
 - Cashiering for Tax Collector with upgrade to Heartland
 - Document Imaging for Auditor / Tax Collector (already completed and installed)

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2014 – 6/30/2015	MPTS Property Tax System Maintenance/Support	\$9,139.64

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

**ADDENDUM TO AGREEMENT FOR
MEGABYTE PROPERTY TAX SYSTEM
MAINTENANCE
DATED JULY 1, 2014**

**MEGABTYE SYSTEMS, INC
MPTS WEB SERVICES**

This MPTS Web Services Agreement is by and between the County of Mono, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California, 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

1. This Agreement is considered to be an addendum to the existing Agreement for Property Tax System Maintenance dated July 1, 2014 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MTPS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
 - Assessor Inquiry – Current Assessment Roll information only.
 - Tax Collector – Current Tax Roll information only.
 - Cosmetic Customizations only i.e. color schemes, County logos, etc.
 - Note: this version does not have any Security features. Name only appears, not address.
 - Prior Year (previous year only) Taxbill Online accessed through the Public Tax Collector site (additional annual charge of \$267.09 included in price below)
6. **Price.** The annual charge for the MPTS Web Services described above is \$5,231.88. If on-site support is required travel time and expenses will be billable to County at the Contractor rate provided in the Agreement.

7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of 128K).
8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

County of Mono

Contractor: Megabyte Systems, Inc

President

Dated: _____

Dated: _____



Mono County:

The following rates are effective from July 1, 2014 thru June 30, 2015. These rates reflect an increase of 1.5%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2013.

FY-2014/2015 Rates	
MPTS Property Tax System Maintenance	\$ 9,139.64 per month
Public Web – Assessor / Tax Collector Modules	\$ 4,964.79 annual charge
Tax Collector – Prior Year (previous year only) Taxbill Online	\$ 267.09 annual charge



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Sheriff

TIME REQUIRED

SUBJECT Agreement between County of Los Angeles and County of Mono for Intrastate Transportation Services for Prisoners

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

A signed agreement from the Board of Supervisors giving the Los Angeles County Sheriff's Department the authority to transport Mono County prisoners pursuant to California Government Code Section 26775.

RECOMMENDED ACTION:

Request the Board of Supervisors to authorize and sign a five-year (2014-2019) agreement with the Los Angeles County Sheriff's Office for inmate transportation services.

FISCAL IMPACT:

Billing Rates for FY 2014-2015 Cost per prisoner, per mile: \$0.71 Cost per meal: \$6.17 In addition, if significant time is spent by Los Angeles County Sheriff's Office transportation personnel booking or picking up a County of Mono prisoner, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

Note: Mono County is generally not charged by the Los Angeles County Sheriff's Office for the transportation services of our inmates. The fee schedule has been added to show what the cost could be for these services. Mono County and our jail personnel have maintained a good working relationship with Los Angeles County that our services are generally not charged.

CONTACT NAME: Jennifer Hansen

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Staff Report](#)

 [Contract with LACSO](#)

History

Time	Who	Approval
5/19/2014 11:51 AM	County Administrative Office	Yes
5/22/2014 1:54 PM	County Counsel	Yes
5/28/2014 12:16 PM	Finance	Yes



P.O. BOX 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • FAX (760) 932-7435

Ralph Obenberger
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Robert Weber
Undersheriff

June 3rd, 2014

To:
Honorable Chair and Members of the Board of Supervisors

From:
Ralph Obenberger, Sheriff/Coroner

Subject:
Agreement between County of Los Angeles and County of Mono for Intrastate Transportation Services for Prisoners

Recommendation:

1. Request the Board of Supervisors to authorize and sign a five-year (2014-2019) agreement with the Los Angeles County Sheriff's Office for inmate transportation services.

Discussion:

A signed agreement from the Board of Supervisors giving the Los Angeles County Sheriff's Department the authority to transport Mono County prisoners pursuant to California Government Code Section 26775. The Los Angeles County Sheriff's Department, upon request by the Mono County Sheriff's Department, will transport prisoners arrested and held by other law enforcement agencies within the State to a place mutually agreeable to the parties, either to the County of Mono or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.

This is a services offered as needed in the event that Mono County Sheriff's Office staff cannot transport our own prisoners.

Fiscal Impact

Billing Rates for FY 2014-2015
Cost per prisoner, per mile: \$0.71
Cost per meal: \$6.17

In addition, if significant time is spent by Los Angeles County Sheriff's Office transportation personnel booking or picking up a County of Mono prisoner, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

Note: Mono County is generally not charged by the Los Angeles County Sheriff's Office for the transportation services of our inmates. The fee schedule has been added to show what the cost could be for these services. Mono County and our jail personnel have maintained a good working relationship with Los Angeles County that our services are generally not charged.

Respectfully Submitted,
Ralph Obenberger, Sheriff-Coroner



John B. Scott, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



April 28, 2014

Ralph Obenberger, Sheriff
Mono County Sheriff's Department
100 Bryant Street
Bridgeport, CA 93517

Dear Sheriff Obenberger:

Enclosed are four (4) original agreements between Alpine County and the Los Angeles County Board of Supervisors authorizing the transportation of prisoners by the Los Angeles County Sheriff's Department through June 30, 2019. The Los Angeles County Board of Supervisors has approved this contract and authorized the Sheriff of Los Angeles County to execute this contract with all California counties.

A signed contract from your Board of Supervisors gives us the authority to transport your prisoners pursuant to California Government Code Section 26775, and provides indemnification for both counties if any risk management issues arise during a transport. Without the agreement in place and on file with us, if your department requests transport of a prisoner at any time over the remaining contract term, we will be unable to transport your prisoners, if requested to do so.

Please forward the four (4) original agreements to your Board of Supervisors for approval. Upon approval, please retain one fully executed agreement for your records, and return three (3) fully executed agreements to the Los Angeles County Sheriff's Department, Contract Law Enforcement Bureau.

Your timely handling of these agreements is greatly appreciated. We would like to have the three (3) fully executed agreements returned to us by June 2, 2014, to ensure there will not be a lapse in service. If you do not wish to establish and/or renew a prisoner transportation contract with Los Angeles County, or have any questions, please contact Sergeant Aguilera of my staff at (323) 526-5521.

Please address all correspondence to:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Sergeant Bryan Aguilera.

Sincerely,

JOHN L. SCOTT, SHERIFF

A handwritten signature in black ink, appearing to read "R. T. Mouwen". The signature is stylized with a large, looping initial "R" and a horizontal line extending to the right.

Richard T. Mouwen, Captain
Contract Law Enforcement Bureau

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF MONO
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

THIS AGREEMENT, dated _____, 2014, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF MONO for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department.

RECITALS

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of MONO.
- (b) The County of MONO is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of MONO. This process involves considerable cost.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California.
- (d) The County of MONO is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of MONO. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) An Agreement of this kind is authorized by Section 26775 of the California Government Code of Title 3, Division 2, Part 3, Chapter 2, Article 8.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

The County of Los Angeles agrees, through the Los Angeles County Sheriff's Department, to provide prisoner transportation services for the County of MONO, specifically for the transportation of said prisoners who are arrested and held within the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.

2.2 The rendition of the services performed by the MONO County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of MONO.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the County of MONO shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of MONO.

2.4 The County of MONO shall not be called upon to assume any liability for the

direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of MONO. Except as herein otherwise specified, the County of MONO shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of his/her employment as a contract employee of the County of MONO.

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES

3.1 The County of Los Angeles, upon request by the County of MONO, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of MONO to a place mutually agreeable to the parties, either to the County of MONO or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.

3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.

3.3 The County of MONO, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such

prisoner be transported to the County of MONO, or to a mutually agreed upon location, by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of MONO or mutually agreed upon location.

3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of MONO requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of MONO or mutually agreed upon location.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of MONO prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.

3.6 The County of Los Angeles hereby reserves the right to refuse to transport any

mentally ill, sick, handicapped, disabled or injured County of MONO prisoner. Such mentally ill, sick, handicapped, disabled or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.

3.7 In the event that a well prisoner transported on behalf of the County of MONO, becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of MONO by means of a supplemental bill issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the County of MONO requesting agency via CLETS of this fact, and the reason therefore.

3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.

3.9 The County of Los Angeles, upon accepting County of MONO prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of MONO requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 INDEMNIFICATION

4.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of MONO, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

4.2 County of MONO shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of MONO's acts and/or omissions arising from and/or relating to this Agreement.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2019,

unless sooner terminated or extended in whole or in part as provided in this Agreement.

6.0 RIGHT OF TERMINATION

6.1 The County of Los Angeles or the County of MONO may terminate this Agreement upon sixty (60) days advance written notice to the other party.

6.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

7.1 The County of MONO shall pay for such service or services as are required and requested by County of MONO and provided by County of Los Angeles under this Agreement during the Term of this Agreement at the following rates or combinations thereof, plus such additional amounts as determined by the County of Los Angeles Auditor-Controller that will reflect any amendment to the Los Angeles County Salary Ordinance related to salaries and employee benefits adopted by the Board of Supervisors of Los Angeles County, and departmental, divisional, bureau, and Countywide indirect expenses, applicable services and supplies, and bus maintenance costs.

7.2 The County of MONO shall pay for the services provided under the terms of this Agreement at the rates established by the Los Angeles County Auditor-Controller from time to time:

BILLING RATES FOR FY 2014-15

Cost per prisoner, per mile	\$0.71
Cost per meal	\$6.17

In addition, if significant deputy sheriff's time is spent by Los Angeles County Sheriff's Department transportation personnel booking or picking up County of MONO prisoners, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

7.3 The foregoing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of Los Angeles County. The annual rate readjustment shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of MONO.

7.4 The County of MONO shall be notified of the new rates established by the Los Angeles County Auditor-Controller. If the cost of providing the service changes at any time, the County of MONO shall be notified of each such change in writing and the new rate shall be effective on the first day of the calendar month following such a notice. Any readjusted rates shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of MONO.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of MONO within ten (10) days after the close of each calendar month a

summarized invoice which covers all services performed during said month, and the County of MONO shall pay Los Angeles County for all undisputed amounts within sixty (60) days after date of said invoice.

8.2 If such payment is not delivered to the County of Los Angeles office which is described on said invoice within sixty (60) days after the date of the invoice, the County of Los Angeles is entitled to recover interest thereon. For all disputed amounts, the County of MONO shall provide County of Los Angeles with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

8.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of County of Los Angeles and County of MONO.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be

null and void.

11.0 AUTHORIZATION WARRANTY

11.1 County of MONO represents and warrants that the person executing this Agreement for County of MONO is an authorized agent who has actual authority to bind the County of MONO to each and every term, condition, and obligation of this Agreement and that all requirements of County of MONO have been fulfilled to provide such actual authority.

11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid,

addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Statewide Sergeant
Address 441 Bauchet Street
Los Angeles, Ca 90012
Phone (213) 974-4565
Fax (213) 974- 4367

Notices to County of MONO shall be addressed as follows:

County of MONO
Attn:
Address 100 Bryant Street
Bridgeport, CA 93517
Phone (760) 932-7549
Fax

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments and Amendments thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized personnel of County of Los Angeles and County of MONO.

* * * * *

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF MONO
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the County of MONO has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

COUNTY OF LOS ANGELES

Dated: _____

By 
John L. Scott
Sheriff

COUNTY OF MONO

Dated: _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
JOHN F. KRATTLI
County Counsel

By 
Senior Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF MONO
COUNTY COUNSEL

By _____
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Pubic Works

TIME REQUIRED

SUBJECT Mailbox Ordinance - Second Reading
(Adoption)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Ordinance Adding Section 13.04.025 to the Mono County Code, pertaining to mailboxes. This ordinance was previously introduced and read at the Board's May 20th meeting and may now be adopted.

RECOMMENDED ACTION:

Adopt proposed Ordinance No. 14-02, "An Ordinance of the Mono County Board of Supervisors Adding Section 13.04.025 to the Mono County Code, Pertaining To Mailboxes."

FISCAL IMPACT:

None

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Mailbox Ordinance - Second Reading Stff Rpt 06.03.14](#)

[Mailbox Ordinance \(final\)](#)

History

Time	Who	Approval
5/23/2014 7:54 AM	County Administrative Office	Yes
5/22/2014 11:13 AM	County Counsel	Yes
5/28/2014 12:03 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 3, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director
Subject: Proposed ordinance adding section 13.04.025 to the Mono County Code –
Second Reading, pertaining to mailboxes

Recommended Action:

Adopt proposed Ordinance No. 14-02, “An Ordinance of the Mono County Board of Supervisors Adding Section 13.04.025 to the Mono County Code, Pertaining to Mailboxes.”
Provide any desired direction to staff.

Fiscal Impact:

None

Discussion:

This is the second reading of this proposed ordinance (attached as Exhibit 1). If approved, the Ordinance will be adopted.

Construction and/or installation of a mailbox within county right-of-way require residents to apply for and receive an encroachment permit.

The ordinance as drafted would grandfather all previous mailbox installations.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

Jeff Walters
Public Works Director



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ORDINANCE NO. ORD14-___

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING SECTION 13.04.025 TO THE MONO COUNTY CODE, PERTAINING TO MAILBOXES

WHEREAS, the placement of a mailbox in the right of way of a county highway is a type of "encroachment" for which a permit is required under Chapter 13.04 of the Mono County Code; and

WHEREAS, not all mailbox designs or construction materials are acceptable to the County as encroachments, due to safety concerns pertaining to their ability to give way in the event of a vehicle collision; and

WHEREAS, there has been some public confusion regarding whether an encroachment permit is always required to install a mailbox, and some mailboxes currently exist in the County right of way for which no permit was ever issued and which may or may not be constructed in such a manner as to pose a safety hazard; and

WHEREAS, the Board finds that it would useful to clarify and memorialize in the County Code the County's requirements for mailboxes as encroachments; and

WHEREAS, such Code enhancements were also recommended by a recent grand jury report;

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

SECTION ONE: Section 13.04.025 is hereby added to the Mono County Code and shall read as follows:

"13.04.025 Mailboxes.

A. The placement of any mailbox in the right-of-way of a county highway is an encroachment for which a permit is required under this chapter, regardless of the mailbox's design, materials, or manner of construction. The term "mailbox" includes not only the box or receptacle into which mail is placed, but also the supporting post, pole, or other structure attached to the receptacle, any concrete or other foundation at the base of the post, pole, or structure, and any objects placed at or near the base for adornment or aesthetic enhancement.

B. An application for an encroachment permit with respect to a mailbox should generally be granted as long as all of the following criteria are met: (1) the mailbox's design and construction complies with official standards or guidelines of the United States Postal Service and will easily give way in the event it is struck by a car, truck, snowplow, or other motor vehicle; (2) the location of the mailbox will not interfere with the County's road maintenance, snow removal or snow storage, nor with reasonable public use of the right of way, including but not limited to public parking; and (3) the mailbox will not otherwise create a safety hazard in the opinion of the director of roads. One example of a generally-acceptable design, construction, and location of a mailbox for purposes of

1 meeting the above criteria is a standard, metal mailbox mounted to the top of a
2 four-inch by four-inch (4" x 4") wooden post, which is set back six to eight inches
3 (6"-8") from the front face of the curb or road edge to the mailbox door, buried no
4 more than twenty-four inches (24"), and with the total height of the mailbox
assembly above the road surface of between forty-two and forty-eight inches
(42"-48").

5 C. In the event an application for an encroachment permit with respect to a
6 mailbox is denied, the applicant may appeal that decision to the board of
7 supervisors by filing a written request for the appeal with the clerk of the board
8 of supervisors within 30 days after the decision and paying any applicable fee the
9 county may have duly established for such an appeal. The board's review of the
10 matter shall be de novo and the board may consider any evidence and make any
11 decision with respect to the appeal as it deems proper, including allowing a
12 variance from the standard mailbox criteria set forth above for good cause shown
13 and subject to such conditions of approval (if any) as the board may impose in its
14 sole discretion. In no event shall the board be required to grant a requested
15 permit or variance.

16 D. In issuing an encroachment permit for a mailbox, the County assumes no
17 responsibility or liability for the mailbox in the event of any damage to the
18 mailbox from any cause whatsoever nor for any damage or injury to any person
19 or property allegedly caused by or resulting from the mailbox or by its presence
20 in the County right-of-way. Any mailbox for which a permit has been issued
21 shall be repaired as necessary (including in the event it is damaged for any
22 reason) and maintained by the permit holder or his or her successor-in-interest in
23 a safe and functional condition. Furthermore, the design and manner of
24 construction of a mailbox shall not be modified after issuance of a permit without
25 the prior, written consent of the County. Any failure to properly repair or
26 maintain a mailbox, and any modification of a mailbox without the County's
27 consent, shall constitute grounds to revoke the encroachment permit for the
28 mailbox. The County may include any of the foregoing as express conditions of
approving any application for an encroachment permit, but any absence of such
conditions in a permit shall not constitute a waiver of this subsection.

E. The provisions of this section are intended to be declarative of existing
law as of the date this section was adopted.

F. Notwithstanding the foregoing, any mailboxes already existing in a
County right-of-way as of June 3, 2014, without an encroachment permit may
continue to exist and be repaired and maintained in their current condition
without an encroachment permit. But an encroachment permit shall be required
in order to change the design, construction, or location of such an existing
mailbox."

SECTION TWO: This ordinance shall become effective 30 days from the date of
its adoption and final passage, which appears immediately below. The Clerk of the
Board of Supervisors shall post this ordinance and also publish the ordinance or a
summary thereof in the manner prescribed by Government Code section 25124 no later
than 15 days after the date of this ordinance's adoption and final passage. If the Clerk
fails to so publish this ordinance or a summary thereof within said 15 day-period, then
the ordinance shall not take effect until 30 days after the date of publication.

1 **PASSED, APPROVED and ADOPTED** this ___day of_____, 2014, by the
2 following vote, to wit:

3 AYES:
4 NOES:
5 ABSENT:
6 ABSTAIN:
7 VACANT:

7 _____
LARRY K. JOHNSTON, Chairman
Mono County Board of Supervisors

8 ATTEST:

APPROVED AS TO FORM:

9
10 _____
Clerk of the Board

10 _____
COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Public Works

TIME REQUIRED

SUBJECT FY13-14 RSTP Road Funding
Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Annual funding through the Regional Surface Transportation Program (RSTP) is a major source of revenue for Mono County's road maintenance programs. This exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control of how the funds are expended.

RECOMMENDED ACTION:

Approve and authorize Chairman's signature on the FY13-14 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program. Provide any desired direction to staff.

FISCAL IMPACT:

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

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [FY13-14 RSTP Road Funding Agreement - Staff Report 06.03.14](#)
- [Exhibit 1 - 2013-14 RSTP State Match Exchange Agreement](#)

History

Time	Who	Approval
5/19/2014 11:53 AM	County Administrative Office	Yes
5/22/2014 1:18 PM	County Counsel	Yes
5/28/2014 11:10 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 3, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: FY13-14 RSTP Road Funding Agreement

Recommended Action:

Approve and authorize Chair's signature on the FY13-14 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program.

Fiscal Impact:

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

Discussion:

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

The Federal Apportionment Exchange Program and State Match Agreement, a copy of which is enclosed with this report as Exhibit 1, will authorize the exchange of federal highway funds for state highway funds. The proposed exchange is made available to rural counties on an annual basis and provides the Road Fund with a more flexible, less complicated funding source. Exhibit 2, also attached, presents a summary of eligible program expenditures prepared by Caltrans.

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

Respectfully submitted,

Jeff Walters
Acting Public Works Director

Attachments: Exhibit 1 – Agreement No. X14-5947(050)
Exhibit 2 – RSTP Summary

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



File : 09-MNO-0-CR
X14-5947(050)
2013/2014 Exchange and State
Match Program

April 22, 2014

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

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2013/2014

Dear Mr. Walters:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2013/2014.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2014. The exchanged amount is based on your FFY 2013 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

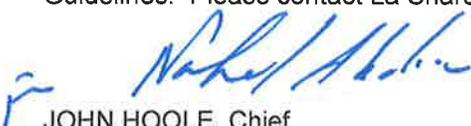
*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact La Sharon Allen of HQ Local Assistance at (916) 653-6750 no later than May 9, 2014.

*Sign both copies of this agreement and return them to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001.

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

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

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact La Sharon Allen at (916) 653-6750 if you have any questions.


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

Enclosures

c: Regional Transportation Planning Agency
OLP AE Project Files
(09) DLAE - Forest Becket

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

09 MONO
District County

Agreement No. X14-5947(050)
AMS Adv ID:0914000041

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

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

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

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

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

\$229,725.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2013/2014

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

For Caltrans Use Only

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

Hankmeyer

Accounting Officer

Date

4.9.14

\$

329,725.00

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

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2013/2014.

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

III. COMMON PROVISIONS

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

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

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

D. COST PRINCIPLES

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

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

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

E. THIRD PARTY CONTRACTING

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

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

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

F. ACCOUNTING SYSTEM

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

G. RIGHT TO AUDIT

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

H. TRAVEL AND SUBSISTENCE

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

I. SINGLE AUDIT

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

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF MONO

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:

Regional Surface Transportation Program

The Regional Surface Transportation Program (RSTP) was established by California State Statute utilizing Surface Transportation Program Funds that are identified in Section 133 of Title 23 of the United States Code.

Projects eligible for funding from the RSTP include:

- ❖ Construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements on
 1. Federal-aid highways (i.e., on any highways, including NHS and Interstate Highways that are not functionally classified as local or rural minor collectors).
 2. Bridges (including bridges on public roads of all functional classifications), including any such construction or reconstruction necessary to accommodate other transportation modes, and including the seismic retrofit and painting of and application of calcium magnesium acetate on bridges and approaches and other elevated structures.
- ❖ Mitigation of damage to wildlife, habitat, and ecosystems caused by a transportation project funded under RSTP.
- ❖ Capital costs for transit projects eligible for assistance under the Federal Transit Act and publicly owned intracity or intercity bus terminals and facilities.
- ❖ Carpool projects, fringe and corridor parking facilities and programs, and bicycle transportation and pedestrian walkways on any public roads in accordance with Section 217 of Title 23, U.S.C.
- ❖ Highway and transit safety improvements and programs, hazard elimination, projects to mitigate hazards caused by wildlife, and railway-highway grade crossings. Safety improvements are eligible on public roads of all functional classifications
- ❖ Highway and transit research and development and technology transfer programs.
- ❖ Capital and operating costs for traffic monitoring, management and control facilities and programs.
- ❖ Surface transportation planning programs
- ❖ Transportation enhancement activities.
- ❖ Transportation control measures listed in Section 108 (f)(1)(A) (other than clauses xii & xvi) of the Clean Air Act.
- ❖ Development and establishment of management systems under Section 303 of Title 23, U.S.C.
- ❖ Wetlands mitigation efforts related to RSTP projects.

In accordance with Section 133 (f) of Title 23 of the United States Code, approximately 76% (\$225 million dollars per year) of the state's RSTP funds must be obligated on projects which are located within the 11 urbanized areas of California with populations greater than 200,000 people. (See attached map for UZAs greater than 200,000 population). The apportionment and distribution for such obligation is calculated based on relative population.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

TIME REQUIRED

SUBJECT Inyo National Forest Re Snow Making
at June Mountain

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from John Regelbrugge (of the Forest Service), dated May 21, 2014 regarding a proposal received from June Mountain Ski Area to drill three or four test wells at JMSA for snowmaking for ski trails.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[INF JMSA snowmaking ltr](#)

History

Time

5/27/2014 3:26 PM

Who

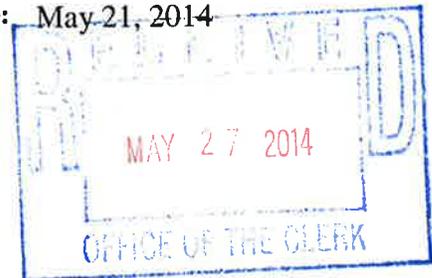
Clerk of the Board

Approval

Yes

File Code: 1950

Date: May 21, 2014



Dear Interested Public,

The Inyo National Forest has received a proposal from June Mountain Ski Area (JMSA) to drill three or four test wells at JMSA for snowmaking for ski trails. Three of the test wells are located in the vicinity of the base of chair lifts 4 and 7. A fourth test well would be located near the base area building and parking lot.

The purpose of this initial phase of the project is to drill the test wells with the objective of locating groundwater in sufficient quantity to support additional snowmaking at mid-elevation and upper mountain ski trails. This initial phase of the project only involves drilling the test wells and performing pump tests.

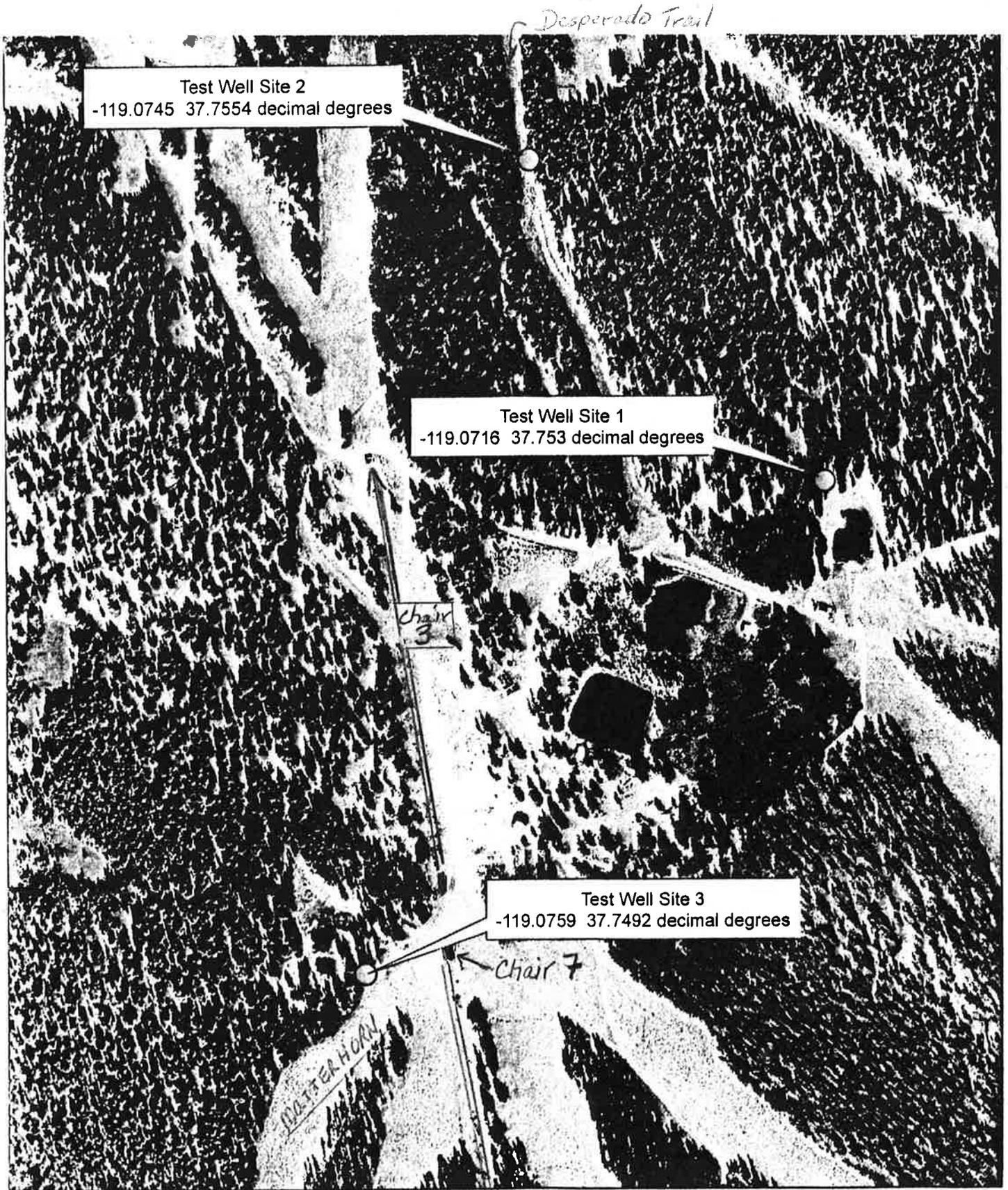
NEPA analysis for this proposal is expected to be a Categorical Exclusion. If sufficient water is located to justify a "production well", a separate NEPA analysis would be initiated and would include an additional opportunity to provide comments. That analysis would include a new hydrologic analysis to be contracted by the proponent.

If you are interested in this proposal and would like to learn more about this project, please contact project leader Rod Wilson. If you would like to provide input for the "test well" project analysis, please submit your comments to Rod by June 15, 2014. You will then be included on a project mailing list and will receive future information related to this project.

Contact Rod by email at rmwilson@fs.fed.us or by phone, 760-924-5518. Or you may send comments by mail to Rod at the Mammoth Ranger District, Inyo National Forest, P.O. Box 148, Mammoth Lakes, CA 93546.

Sincerely,

JON C. REGELBRUGGE
District Ranger
Mammoth/Mono Lake Ranger Districts



June Mountain Ski Area
Proposed Snowmaking Test Well Locations 1-3

May 7, 2014



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

TIME REQUIRED

SUBJECT LADWP Letter with Mono Basin
Compliance Reporting

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Information dated May 14, 2014 from Richard Harasick, Director of Water Operations at Los Angeles Department of Water and Power, detailing required compliance reports. A compact disc, containing copies of all three reports are available in the clerk's office. The CD will be filed in the June 3, 2014 meeting folder.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[LADWP with Reports](#)

History

Time	Who	Approval
5/19/2014 11:32 AM	Clerk of the Board	Yes

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

May 14, 2014



Ms. Barbara Evoy, Deputy Director
Division of Water Rights
State Water Resources Control Board
1001 I Street, 14th Floor
Sacramento, California 95814

Dear Ms. Evoy:

Subject: Compliance with State Water Resources Control Board Order Nos. 98-05
and 98-07

Pursuant to the State Water Resources Control Board (SWRCB) Decision 1631 and Order Nos. 98-05 and 98-07 (Orders), and in accordance with the terms and conditions of the Los Angeles Department of Water and Power (LADWP) Mono Basin Water Right License Nos. 10191 and 10192, enclosed is a submittal entitled "Compliance Reporting", which contains the following three reports required by the Orders. The reports are as follows:

- Mono Basin Operations: Runoff Year (RY) 2013-14 and planned operations for RY 2014-15
- Mono Basin Fisheries Monitoring Report: Rush, Lee Vining, Parker, and Walker creeks for RY 2013-14
- Mono Basin Waterfowl Habitat and Population Monitoring for RY 2013-14

In addition to these reports, the submittal also includes Section 1: the RY 2013-14 Status of Restoration Compliance Report (SORC Report), which summarizes the status of LADWP's compliance activities in the Mono Basin to date and planned activities for the upcoming runoff year.

The filing of these reports, along with the restoration and monitoring performed by LADWP in the Mono Basin, fulfills LADWP's requirements for RY 2013-14, as set forth in Decision 1631 and the Orders.

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

111 N. Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com

Ms. Barbara Evoy
Page 2
May 14, 2014

Electronic copies of the reports will be provided on compact disc to the interested parties listed on the enclosed mailing list. Hard copies of the reports for you and your staff will be mailed shortly.

If you have any questions, please contact Dr. Paul C. Pau, Contract Administrator, at (213) 367-1187.

Sincerely,

A handwritten signature in black ink, appearing to read 'RCH', with a long horizontal flourish extending to the right.

Richard F. Harasick
Director of Water Operations

PCP:jmm
Enclosures
c/enc: Enclosed Mailing List
Dr. Paul C. Pau

Mono Basin Distribution List
Runoff Year 2013-14

<p>Ms. Barbara Evoy Division of Water Rights State Water Resources Control Board 1001 I Street, 14th Floor Sacramento, CA 95814</p>	<p>Ms. Lisa Cutting Mono Lake Committee P.O. Box 29 Lee Vining, California 93541</p>
<p>Ms. Katherine Mrowka Division of Water Rights State Water Resources Control Board 1001 I Street, 14th Floor Sacramento, CA 95814</p>	<p>Mr. Scott Feierabend California Trout Inc. 870 Market Street #528 San Francisco, CA 94102</p>
<p>Mr. Greg Brown Division of Water Rights State Water Resources Control Board 1001 I Street, 14th Floor Sacramento, CA 95814</p>	<p>Mr. Mark Drew California Trout Inc. P.O. Box 3442 Mammoth Lakes, CA 93546</p>
<p>Dr. William Trush Humboldt State University River Institute c/o Dept of Environmental Science & Mgmt 1 Harpst Street Arcata, CA 95521-8299</p>	<p>Mr. Richard Roos-Collins Water and Power Law Group 2140 Shattuck Avenue, Ste. 801 Berkeley, CA 94704-1229</p>
<p>Mr. Ross Taylor 1254 Quail Run Court McKinleyville, CA 95519</p>	<p>Mr. Marshall S. Rudolph Mono County Counsel P.O. Box 2415 Mammoth Lakes, CA 93546</p>
<p>Mr. Jon C. Regelbrugge USDA Forest Service P.O. Box 148 Mammoth Lakes, CA 93546</p>	<p>Mr. Steve Parmenter Department of Fish and Wildlife 407 West Line Street, #8 Bishop, CA 93514</p>
<p>Ms. Tamara Sasaki California Department of Parks and Recreation P.O. Box 266 Tahoma, CA 96142</p>	<p>Mr. Doug Smith Grant Lake Reservoir Marina P.O. Box 21 June Lake, CA 93529</p>
<p>Mr. Matthew Green State Parks 3415 Hot Springs Rd. Markleeville, CA 96120</p>	<p>Board of Supervisors Mono County P.O. Box 715 Bridgeport, California 93517</p>



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Social Services

TIME REQUIRED 35 minutes (20 minute discussion; 15 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Kathy Peterson and Megan Foster

SUBJECT Senior Services Update

AGENDA DESCRIPTION:

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

Presentation by Social Services Kathy Peterson and Megan Foster regarding Mono County Senior Services Program update.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson, Social Services

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Senior Program Update - Cover Memo](#)

History

Time	Who	Approval
5/19/2014 11:54 AM	County Administrative Office	Yes
5/22/2014 11:15 AM	County Counsel	Yes
5/28/2014 10:41 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director 

Date: April 30, 2014

Re: Senior Program Update

Recommended Action:

Provide desired direction to staff.

Fiscal Impact:

None. Board workshop; information and discussion item only.

Discussion:

The Mono County Senior Services Program provides a variety of services: Elder Nutrition Program - Home Delivered Meals are available to home-bound or isolated individuals, including weekly delivery of meals to the Benton area; congregate meals are provided at the Walker Senior Center. The Program also provides nutrition education and counseling to seniors. Transportation services include the provision of bus passes to seniors in order to provide access to community resources. In addition, individuals who have been assessed as needing assistance with transportation as a result of physical or cognitive difficulties are able to receive assisted transportation services. Assisted transportation is primarily used to access out of area medical care; however assistance with accessing local medical and other support services is also available. The Walker Senior Center is open five days a week and provides congregate meals, senior activities and access to a wide range of information and services.

The Department of Social Services will provide an update on services at the May 20, 2014 Board of Supervisors meeting, including services and budget outlook for Fiscal Year 2014-15.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Board of Supervisors

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mike Curti, Fire Chief

SUBJECT Antelope Valley Fire Protection
District Request for Fireworks
Approval

AGENDA DESCRIPTION:

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

Request from Antelope Valley Fire Protection District for Board approval to issue Fireworks Permit(s) to the Park Family on days other than the 4th of July, pursuant to Mono County Code 10.18.040, on any given year and provided that the following conditions are met as to each Permit issued by the District: (1) The Fire Chief has approved of the use or discharge at the proposed date and time; (2) The owner, lessee, or occupier of the property has authorized the use or discharge; (3) The Fire Chief retains authority to revoke his authorization at any time based on conditions at the time, date, and designated location; and (4) The Fire Chief supervises and controls the fireworks activities. This item is being sponsored by Supervisor Fesko.

RECOMMENDED ACTION:

Approve the issuance of Fireworks Permit(s) to the Park family by the Antelope Valley Fire Protection District on days other than the 4th of July, pursuant to Mono County Code 10.18.040, on any given year, provided that all of the conditions in section 10.18.040 are met.

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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 [AVFPD Backup](#)

History

Time	Who	Approval
5/19/2014 11:52 AM	County Administrative Office	Yes
5/28/2014 10:15 AM	County Counsel	Yes
5/28/2014 11:12 AM	Finance	Yes



ANTELOPE VALLEY FIRE PROTECTION DISTRICT

1166 Larson Lane
Coleville, CA 96107
(530) 495-2900

Mike Curti, Fire Chief
Jason Foster, Asst. Fire Chief

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

May 7, 2014

Dear Sirs,

I, Mike Curti, Fire Chief of the Antelope Valley Fire Protection District, am requesting the Supervisors to grant Antelope Valley Fire Protection District the ability to issue a Fire Works Permit on days other than 4th of July pursuant to Municipal code #10.18.040 on any given year to the Park Family, only.

Fire Chief of the Antelope Valley Fire Protection District will make sure that all conditions referenced in MC #10.18.040 are met prior to the issuance of a Fire Work permit, per each occurrence.

Thank you for your time in considering this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Curti", is written over the "Sincerely," text.

Mike Curti,
Fire Chief
Antelope Valley Fire Protection District

Mono County, California, Code of Ordinances >> Title 10 - PUBLIC PEACE, SAFETY AND MORALS >> **Chapter 10.17 - SKATEBOARDING, SKATING, AND BICYCLING** >> Chapter 10.18 REGULATION OF FIREWORKS >>

Chapter 10.18 REGULATION OF FIREWORKS

Sections:

10.18.010 General prohibition.

10.18.020 Exceptions for public displays of fireworks.

10.18.030 Exceptions for the safe and sane fireworks.

10.18.040 Use and discharge of fireworks on days other than the Fourth of July.

10.18.050 Sale of safe and sane fireworks prohibited.

10.18.060 Violation: penalty.

10.18.070 Severability.

See
Pg 3

10.18.010 General prohibition.

Except as expressly allowed in Sections 10.17.020, 10.17.030 and 10.17.040, the use or discharge of fireworks, as defined in the Health and Safety Code Section 12511, including safe and sane fireworks as defined in Health and Safety Code Section 12529, is prohibited within the unincorporated area of the county.

(Ord. 03-04 § 1 (part), 2003.)

10.18.020 Exceptions for public displays of fireworks.

Public displays of fireworks are defined in Health and Safety Code Section 12524 are allowed in the following areas and at the following designated times and dates:

- A. Bridgeport. A public display of fireworks that complies with all of the requirements of the Health and Safety Code is authorized on the Fourth of July between the hours of four p.m. and ten thirty p.m. at the location where fireworks displays have historically taken place in Bridgeport, provided that the property owner, lessee, or occupier approves of and authorizes such use. That location is Assessor's Parcel Number 08-070-30, located immediately adjacent and to the west of the Bridgeport Airport. However, if conditions at that location are determined by the chief of the Bridgeport Fire Protection District to be unsafe for the discharge of fireworks at the date and time specified herein, the chief may suspend, terminate or limit the exception granted by this section by notifying the entity sponsoring the fireworks display, the property owner, lessee or occupier and the Mono County sheriff at any time preceding or during the display.
- B. Crowley Lake. A public display of fireworks that complies with all of the requirements of the Health and Safety Code is authorized at Crowley Lake at the location where fireworks displays have historically taken place on the Fourth of July between the hours of four p.m. and ten thirty p.m. provided that the property owner, lessee or occupier approves and authorizes such use. That location is within Section 23, Township 4 South, Range 29 East,

Mt. Diablo Base and Meridian. However, if conditions at that location are determined by the chief of the Long Valley Fire Protection District to be unsafe for the discharge of fireworks at the date and time specified herein, the chief may suspend, terminate or limit the exception granted by this section by notifying the entity sponsoring the fireworks display, the property owner, lessee or occupier and the Mono County sheriff at any time preceding or during the display.

- C. Other Designated Areas. A public display or fireworks that complies with all of the requirements of the Health and Safety Code is authorized on the Fourth of July between the hours of four p.m. and ten thirty p.m. in any area specifically designated by the chief of the fire protection district having jurisdiction, provided that the owner of the designated area consents to and authorizes the public display of fireworks on the property and the fire protection district whose chief has made the designation provides supervision and control of the public display. The chief of the fire protection district shall make the designation by posting a sign so indicating in the designated area, by notifying the Mono County sheriff of the designation, and by providing any other notice to the public that the chief deems necessary.

(Ord. 03-04 § 1 (part), 2003.)

10.18.030 Exceptions for the safe and sane fireworks.

The use or discharge of safe and sane fireworks as defined by Health and Safety Code Section 12529 is allowed in the following areas at the following designated times and dates:

- A. Chalfant Community Park. The use or discharge of safe and sane fireworks is authorized within Chalfant Community Park on the Fourth of July from four p.m. to ten thirty p.m. However, if conditions at Chalfant Community Park are determined by the Chief of the Chalfant Valley Fire Protection District to be unsafe for the discharge of fireworks at the date and time specified herein, the chief may suspend, terminate or limit the exception granted by this section by posting a sign at the park so indicating and notifying the Mono County sheriff of the resulting prohibition.
- B. Bridgeport. The use or discharge of safe and sane fireworks is authorized to all locations within the district boundaries of the Bridgeport Fire Protection District, except within the Twin Lakes drainage west of 1000 Twin Lakes Road (the clinic building) on the Fourth of July from four p.m. to ten thirty p.m. provided such use is approved and authorized by the owner of the property where the use occurs. However, if conditions within the district (or within any part of that district) are determined by the chief of the Bridgeport Fire Protection District to be unsafe for the discharge of fireworks at the date and special time specified herein, the chief may suspend, terminate or limit the exception granted by this section by posting a sign in each post office located within the district and at the Mono County courthouse indicating those portion(s) of the district where the use and discharge of safe and sane fireworks has been prohibited and notifying the Mono County sheriff of the prohibition.
- C. Other Designated Areas. The use or discharge of safe and sane fireworks is authorized on the Fourth of July only between the hours of four p.m. and ten thirty p.m. within any area specifically designated by the chief of the fire protection district having territorial jurisdiction over that designated area provided that the property owner, lessee or occupier consents to and authorizes the use and discharge of safe and sane fireworks on the property and the fire protection district whose chief has made the designation provides supervision and control of the use or discharge. The chief of the fire protection district shall make the designation by

posting a sign so indicating in the designated area, by notifying the Mono County sheriff of the designation, and by providing any other notice to the public that the chief deems necessary.

(Ord. 03-04 § 1 (part), 2003.)

10.18.040 Use and discharge of fireworks on days other than the Fourth of July.

Upon the request of any person, the board of supervisors may in its sole discretion approve the use or discharge of fireworks, including both safe and sane fireworks and public displays of fireworks, at dates and times other than those specified above if the following conditions are met:

- A. The chief of the fire district having territorial jurisdiction over the property on which the use would occur has approved of the use or discharge of fireworks at the proposed date and time;
- B. The owner, lessee or occupier of the designated area has consented and authorized the use and discharge of fireworks on the property;
- C. The chief approving of the use retains the authority to revoke his authorization at any time if the conditions at the time, date and designated location have changed such that he believes that it has become unsafe for the discharge of fireworks; and
- D. The fire protection district whose chief has approved of the use supervises and controls the fireworks activities.

(Ord. 03-04 § 1 (part), 2003.)

10.18.050 Sale of safe and sane fireworks prohibited.

The sale of safe and sane fireworks as defined in Health and Safety Code Section 12529 shall be prohibited within the unincorporated areas of Mono County, unless permitted in writing by the chief of the fire protection district having territorial jurisdiction over the property on which the sale will occur.

(Ord. 03-04 § 1 (part), 2003.)

10.18.060 Violation; penalty.

Any violation of the ordinance codified in this chapter shall be a misdemeanor, punishable by a fine up to five hundred dollars, imprisonment up to six months or both. Each sale, use or discharge prohibited by the ordinance codified in this chapter shall be a separate offense.

(Ord. 03-04 § 1 (part), 2003.)

10.18.070 Severability.

If any section, subsection, sentence, clause or phrase in the ordinance codified in this chapter is for any reason held to be invalid by decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance codified in this chapter. The board of supervisors declares that it would have passed the ordinance codified in this chapter, and each and every section, subsection, sentence, clause or phrase without regard to whether any portion of the ordinance codified in this chapter would later be declared invalid.

(Ord. 03-04 § 1 (part), 2003.)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Economic Development

TIME REQUIRED 35 minutes (20 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Alicia Vennos/Jeff Simpson

SUBJECT Mono County Tourism & Film
Commission Workshop

AGENDA DESCRIPTION:

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

Presentation by Alicia Vennos and Jeff Simpson regarding the Tourism & Film Commission's highlights, successes, and challenges in 2013-14.

RECOMMENDED ACTION:

Presentation only. Provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time

Who

Approval

5/28/2014 10:49 AM	County Administrative Office	Yes
5/28/2014 12:36 PM	County Counsel	Yes
5/28/2014 10:39 AM	Finance	Yes



STAFF REPORT

Mono County Board of Supervisors Regular Meeting – June 3, 2014

SUBJECT: Mono County Tourism & Film Commission Workshop -- Highlights, Successes and Opportunities.

RECOMMENDATION: Informational presentation only – 20 minute presentation, 15 minute discussion.

BACKGROUND: The Mono County Tourism & Film Commission and Economic Development staff appreciate the opportunity to update the Board on Mono County's tourism initiatives which have been implemented in FY 2013-14. Focus will be kept to the main highlights of our tourism marketing efforts, a film commission summary, and will touch briefly on economic development initiatives as well as upcoming projects and opportunities. A succinct overview of domestic and international tourism trends will also be included.

FISCAL IMPACT: None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: County Administrator

TIME REQUIRED 15 minutes (5 presentation, 10 Board Discussion) **PERSONS APPEARING BEFORE THE BOARD** Jim Leddy

SUBJECT Great Basin Unified Air Pollution Control District - Distribution of Environmental Public Benefit Funds

AGENDA DESCRIPTION:

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

Per the request of Chairman Larry K. Johnston, this item is being brought forward to have the Board provide direction to on use of the Great Basin Unified Air Pollution Control District's distribution of Environmental Public Benefit funds for Mono County.

RECOMMENDED ACTION:

Provide direction on potential applications for use of the \$193,936.37 in Environmental Public Benefit Funds.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@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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- [2013 Great Basin Unified Air Pollution Control District Environmental Public Benefits FundsCover Memo](#)
- [2013 Environmental Air Pollution Control District Attachment](#)

History

Time	Who	Approval
5/27/2014 11:21 AM	County Administrative Office	Yes
5/28/2014 12:37 PM	County Counsel	Yes
5/28/2014 11:59 AM	Finance	Yes



COUNTY OF MONO – *County Administrative Office*
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411

Jim Leddy
County Administrative Officer
760.932.5414

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrator
Date: May 21, 2014

Subject: Great Basin Unified Air Pollution Control District 2014 Disbursement of Environmental Public Benefit Funds.

Recommendation:

Provide direction to staff on submission of a project proposal by June 23rd, 2014.

Background:

At the request of Chairman Johnston, this item is to receive direction on potential uses of funds from the Great Basin Unified Air Pollution Control District (GBUAPCD).

On February 7, 2014 the Great Basin Unified Air Pollution Control District settled its lawsuit over dust mitigation with the Los Angeles Department of Water and Power and as a result the GBUAPCD received a \$1,200,000 Environmental Public Benefit payment which is to be used to “support the District’s activities to reduce air pollution emissions in the District.”

The distribution of funds is driven by a formula based upon a per capita calculation and covers Inyo County, Mono County, Alpine County and the Town of Mammoth Lakes. Alpine County received a triple amount to per capita. Under this calculation, Mono County is due 16.16% or \$193,936.37 for a project which should be submitted to the District by June 23rd and which meets the programs goals (see attached letter received by Mono County on May 19th).

The County’s proposed project would be reviewed by the GBUAPCD at their July 7th meeting. If Mono County misses the June 23rd deadline, its proposal would be reviewed by the District Board at subsequent meetings.

Project proposals are intended to maximize the reduction of air pollution. The Chairman Johnston and Supervisor Hunt sit on the District Board on behalf of Mono County.

Discussion:

These funds are to be used to create projects which maximize reduction in air pollution while doing so for the lowest cost per pound. The project must take place in Mono County.

Fiscal Impact:

For questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 E-mail: tschade@gbuapcd.org

May 13, 2014

Jim Leddy
Mono County Administrative Officer
P.O. Box 696
Bridgeport, CA 93517



Re: Distribution of Environmental Public Benefit Funds (\$1,200,000)

Dear Mr. Leddy:

As provided in a February 7, 2014 legal settlement between the Great Basin Unified Air Pollution Control District (District) and the Los Angeles Department of Water and Power (LADWP), the District received a \$1,200,000 Environmental Public Benefit payment from the LADWP. As required by the settlement, this payment is to be used "to support the District's activities to reduce air pollution emissions in the District."

At the District's May 5, 2014 Governing Board meeting, the Board made the decision to distribute the payment to the District's four member agencies based on population, with Alpine County receiving three times its per capita share. Based on this decision by the Board, the appropriation will be as follows:

	2013 (pop.)	Per Capita	% Allocation	\$ Allocation
Alpine County (1,159 pop. x3)	3,477	\$33.32	9.65%	\$ 115,842.08
Inyo County	18,467	\$33.32	51.27%	\$ 615,259.04
Mono County	5,821	\$33.32	16.16%	\$ 193,936.37
Town of Mammoth Lakes	8,253	\$33.32	22.91%	\$ 274,962.52

In order to distribute these funds to the District's member agencies and ensure the money is spent to reduce real air pollution in Alpine, Mono and Inyo Counties, a detailed description of all proposed air pollution control projects will be required. It should be noted that solar power projects will not be considered, because all electric power generated in the District is, or will be, generated without burning fossil fuel.

Below, you will find a list of the information needed for your proposed project(s) to be considered for approval by the District Board. Project proposals submitted by Monday, June 23, 2014 will be presented to the District Board at its July 7, 2014 meeting. Submittals after this

date will be considered by the Board at subsequent meetings (the Board meet approximately every other month).

1. Provide a detailed project(s) work plan.
2. Describe how the project(s) will reduce real air pollution emissions in the Town of Mammoth Lakes and in Alpine, Mono or Inyo Counties.
3. Provide an estimate of the type and amount of air pollution reduction that the project(s) will accomplish.
4. Provide a detailed cost estimate for the project(s).
5. Describe any proposed cost sharing.
6. Calculate the estimated cost benefit of the project(s) in pounds of air pollution reduced per dollar spent.

In order for this money to have the greatest possible impact, the District encourages its member agencies to select projects that will have the lowest cost per pound of air pollution reduced. Fund disbursement will occur after District Board approval. Upon project completion, member agencies will be required to provide a final report, final cost accounting and an estimate of the air pollution reduced by the project(s). District staff is available to comment on or assist in the preparation of your work plan.

Sincerely,



Theodore D. Schade
Air Pollution Control Officer

Cc: Great Basin Unified APCD Board Members
Ron Hames, Alpine County
Mary Rawson, Alpine County
Linda Arcularius, Inyo County
Matt Kingsley, Inyo County
Larry Johnston, Mono County
Byng Hunt, Mono County
John Eastman, Town of Mammoth Lakes

Recommended Project Applicant	Applicant OVPA? Type	Applicant Type	Project Title	Project's District Location	\$ Award Amount	Cost-sharing %	Air P. Type	Direct / Indirect	Funded Project Brief

Non-GBUAPCD Agency Member Projects

1	Boulder Creek Resort / Jaque & Art Hickman	YES	local-owned private business	Inyo County	100,000	25	PM10	Both	Paving approximately 50,000 ft2 of unpaved interior dirt roadways for popular, open to the public, year-round visitor services complex; to include some interpretive education. Will result in locally-significant dust control in OVPA and beyond. (Lifespan ~30 years)
2	Hunter Road Neighborhood Association / John Bard	YES	private residential asso.	Inyo County	195,000	6	PM10	Direct	Paving approximately 31,6802 ft2 of unpaved, Inyo County-owned road in the OVPA's Alabama Hills. Will result in several tons of OVPA neighborhood dust controlled annually as well as improve road safety considerations. (Lifespan 20 years)
3	Inter-Agency Visitor Center / K.C. Wylie	YES	Public land mgmt. agency partnership (DWP-owned land)	Inyo County	100,000	2	PM10	Direct	1) Restoring 2 acres of native alkali meadow at IAVC construction site to control dust emissions in OVPA & improve native habitat; 2) 'rock mulch ground cover' in front of IAVC to reduce local dust, improve indoor air quality and complete new center's landscaping. (Lifespan 20 - 40 years)
4	Lone Pine Chamber of Commerce / Kathleen New	YES	Nonprofit Chamber of Commerce (DWP-owned land)	Inyo County	70,000	13	PM10	Direct	Paving ~11,000 ft2 of existing downtown dirt parking lot, including landscaping. Will reduce measurable amounts of Lone Pine & OVPA dust and improve existing parking conditions for downtown residents, employees and visitors. (Lifespan 20 years "with minimum care")
5	Lone Pine Future Farmers of America / Brenda Lacey	YES	Public education partnership (DWP-owned land)	Inyo	106,000	55	PM10	Both	1) Reveg. 7 acres of native pasture and driveway gravel; 2) capping dirt driveway & parking area @ school farm; 3) Covering bare land around athletic field w/ vineyard, garden, orchard & gravel paths. Projects cumulatively reduces many tons of OVPA dust. (Lifespan est. 20+ years)
6	Lone Pine Film History Museum / Chris Langley	YES	Nonprofit Museum (DWP-owned land)	Inyo	155,000	30	PM10	Direct	Paving, striping, bumper-guard installation and landscaping of existing dirt parking area of ~51,000 ft2. Will significantly reduce dust emissions at popular OVPA museum and provide better parking conditions for all visitors to the area. (Lifespan est. 25+ years)
7	Lone Pine Unified School District / Camille Cervantes	YES	Lone Pine School District (DWP-owned land)	Inyo	420,000	9	PM10	Direct	Paving ~66,700 ft2 of unpaved parking area surrounding existing Lone Pine Sports Complex providing youth sports and community activities. Will significantly reduce dust emissions and improve air quality for athletes, spectators and nearby community residents (Lifespan est. ~30 years)
8	Southern Inyo Healthcare District / Lee Baron	YES	Public hospital	Inyo	500,000	0	PM10	Direct	Paving 58,378 ft2 of unpaved parking area in OVPA at Lone Pine hospital's rear entrance, accessing Emergency Room, Lab, Radiology and physical therapy. Helipad is nearby. Will significantly improve indoor & outdoor hospital air quality, as well as patient health. (Lifespan est. 30 years)
9	Eastern Sierra Transit Authority / Jill Batchelder	Part	JPA - Public Transit	Inyo & Mono counties	47,000	0	X	Indirect	Providing 5 bike racks and 3 automatic chain sets for ESTA's established Commuter Vanpool Program. Increased services and public outreach will increase ridership and lessen 'vehicle miles traveled' and related emissions between Lone Pine and Mammoth. (Lifespan 7 years)

Recommended Project Applicant	Applicant OVPA? Type	Applicant Type	Project Title	Project's District Location	\$ Award Amount	Cost-sharing %	Air P. Type	Direct / Indirect	Funded Project Brief	
10	Inyo Mono Advocates for Community Action / Darren Malloy	Part	Nonprofit Community Services	Home Heating Emissions Reduction Program	Inyo, Mono & Alpine	1,455,000	???	PM10	Both	Replacing approximately 450 non-EPA compliant wood-burning stoves with cleaner heating appliances, and home-weatherization services to increase home heating efficiencies. Will result in direct reductions of PM10 emissions from old stoves and improve local air quality (Stove lifespan ~30 years)
11	Centennial Livestock / Mark Lacey	NO	Local-owned Private Ranch	Bridgeport Arena Dust Control Project	Mono County	45,000	19	PM10	Direct	Install new, automated water system (with existing water supply) to control dust emissions at popular Bridgeport rodeo arena. Will improve in-town local air quality and health for all users and spectators of this popular, community venue. (Lifespan est. ~30 years)
12	Bishop Creek Farm / Steve Baldwin & Bruce Wiley	NO	locald private business (DWP-owned land)	Clean Farm, Clean Air Initiatives	Inyo County	23,000	28	X	Indirect	1) Purchase & convert old diesel tractor to electric motor-driven; 2) build two wind tunnels to expand growing season; 3) purchase refrigeration system to keep produce fresh. Project will drive electric motor technology, help expand local food production and reduce demand for trucked-in food. (Lifespan est. 20 years)
13	Friends of Eastern Sierra Gardens / Mary McGurke	NO	Nonprofit Public Garden	Bishop Community Garden	Inyo County					Covering 1/4 acre bare dirt plot with plants, waterwise irrigation and pathways, effectively reducing existing dust source in downtown Bishop; creating demonstration garden to educate local residents and provide locally-grown food for local use. (Lifespan est. ~ 20+ years)
14	Yribarren Ranch / Ron Yribarren	NO	Local-owned Private Ranch	Yribarren Ranch Rodeo Arena Dust Mitigation Project	Inyo County	25,500	50	PM10+	Both	New water pump for use with rodeo arena dust control system. Arena is used by high school rodeo team. Will significantly reduce dust when arena is used, improving air quality for all users, as well as nearby Bishop communities. (Lifespan est. ~15 years)
15	Bishop Paiute Tribe / Toni Richards	NO	Tribe	Reducing Fugitive Dust on the Bishop Paiute Reservation	Inyo County	1,400	~50	PM10	Direct	Surfacing ~40,000 ft2 of dirt parking area around Tribal offices & health care facilities, and landscaping area with children from Bishop tribe's educational program. Will significantly reduce local dust and associated impacts on health-impaired patients as well as educate local children. (Lifespan est. ~20 years)
						Non-Agency Subtotal	3,304,900			

Town of Mammoth Lakes projects

16	Town of Mammoth Lakes / Ellen Clark	NO	Town Govt.	Air Quality Management Plan Update	TOML	50,000	20	X	Indirect	Updating the TOML's 1990 Air Quality Management Plan for Air District's approval. (Lifespan est. ~15 years)
17	Town of Mammoth Lakes / Ellen Clark	NO	Town Govt.	PM10 Street Sweeper Purchase	TOML	200,000	20	PM10	Indirect	Purchasing new PM10-compliant street sweeper to decrease local PM10 air pollution caused by road cinders and other emissive dust. Will improve air quality and other related considerations. (Lifespan est. ~20 years)
						Mammoth Lakes Subtotal	250,000			

Recommended Project Applicant	Applicant OVPA? Type	Applicant Type	Project Title	Project's District Location	\$ Award Amount	Cost-sharing %	Air P. Type	Direct / Indirect		Funded Project Brief
								Type	Indirect	

Alpine County projects

18	Alpine County Community Development Dept / Brian Peters	NO	Alpine County Govt.	New Truck/Snow Blower for Alpine County Road Maintenance	Alpine County	325,000	20	PM10; NOx; CO	Direct	New snowplow truck w/ blower to replace existing old equipment. Will significantly reduce equipment emissions, improve employee comfort and safety and improve county road safety, including emergency response. (Lifespan 30 years)	
					Alpine County Subtotal	325,000					

Mono County projects

19	Mono County Public Works / Jeff Walters	NO	Mono County Govt.	Mono County Heavy Equipment Fleet Upgrades	Mono County	300,000	4	PM10; CO; NOx; +	Direct	Replacing 1958 snow blowers with smaller and more efficient, trackless snow blowers. Will significantly reduce associated engine emissions, and increase operator comfort, safety and efficiency, as well as road safety. (Lifespan 15 years)	
20	Mono County Public Works / Joe Blanchard	NO	Mono County Govt.	Road Shop Exhaust Pollution Removal Systems	Mono County	50,000	14	PM10; NOx; CO	Both	Exhaust removal/filtration equipment for county maintenance facilities. Will capture direct tailpipe emissions and indirectly reduce heating propane by allowing shop doors to remain closed and keep heat in. Will also increase workplace comfort and safety. (Lifespan est. 20+ years)	
					Mono County Subtotal	350,000					

Inyo County projects

21	Inyo County / Paul Hancock	Part	Inyo County Govt.	Inyo County Road Equip. Emissions Reduction Project	Inyo	450,000	15	PM10; NOx; CO	Direct	Replacing old street sweeping equipment with 2 new vehicles. Will improve air quality with increased, more efficient use in OVPA and beyond. Driver comfort and safety will also improve w/ new equip. in addition to road safety. (Lifespan 30 - 40 years)	
22	Inyo County Integrated Waste Mgmt. Program / Jeff Ahlstrom	Part	Inyo County Govt.	Landfill Equipment Upgrades	Inyo	149,000	0? (15?)	PM10; NOx; CO	Direct	Replacing old water trucks with new ones at Bishop Sunland and Lone Pine landfills. Will reduce associated engine emissions, improve driver comfort and safety, and increase truck efficiency for controlling dust. (Lifespan est. 30 years)	
					Inyo County Subtotal	599,000					

OVPA Subtotal	1,646,000
Partial OVPA Subtotal	1,752,000

GRAND TOTAL	\$ 4,828,900
AMT. AVAILABLE	4,830,000
Over/Under	1,100



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: Clerk of the Board

TIME REQUIRED 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall

SUBJECT Continuing Publication of Legal Notices

AGENDA DESCRIPTION:

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

On June 30, 2014, the Purchase Order Agreement with both Mammoth Times and The Sheet for the publication of legal notices will expire. At this time, we need to decide how the Board would like to proceed as we go forward.

RECOMMENDED ACTION:

1. Authorize the County to maintain status quo by extending the current Purchase Agreements with Mammoth Times and The Sheet for one year; 2. Send out a new Request for Proposal; 3. Provide other direction to staff.

FISCAL IMPACT:

None at this time if Board decides to extend current Purchase Order Agreements for one year; to be determined if a new request for proposal is sent out.

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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[Publication of Legal Notices Staff](#)

[Publication Bid Comparison Sheet](#)

History

Time	Who	Approval
5/21/2014 3:13 PM	County Administrative Office	Yes
5/22/2014 11:20 AM	County Counsel	Yes
5/28/2014 11:24 AM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ District Four Byng Hunt □ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Sr. Deputy Clerk

Date: June 3, 2014

Subject

Continuing Publication of Legal Notices.

Recommendation

There are three options currently available in regards to the publication of legal notices going forward: 1. Authorize the County to maintain status quo by extending the current Purchase Agreements with Mammoth Times and The Sheet for one year; 2. Send out a new Request for Proposal; 3. Provide other direction to staff.

Discussion

On June 30, 2014, the Purchase Order Agreement with both Mammoth Times and The Sheet for the publication of legal notices will expire. At this time, we need to decide how the Board would like to proceed as we go forward. Both newspapers have agreed to a one year extension of the current Agreement, at the same rate, no changes. This item is to discuss the various options available to us at this time and to receive direction from the Board.

Fiscal Impact

None at this time if Board decides to extend current Purchase Order Agreements for one year; to be determined if a new request for proposal is sent out.

	The Sheet	Mammoth Times	Reviewer Note:
Bid Received	3/29/2013	3/29/2013	
Time	11:25am	11:45am	
Bids Opened	4/3/13 2:00pm	4/3/13 2:00pm	
Present: Lynda Roberts and Roberta Reed; No interested parties			
Day Published	Saturday	Thursday	
Lead Time	Tuesday-5:00pm	Tuesday-5:00pm	
Cost for Late Submittals	None	None	
Retractions	Do their best to accommodate	Wednesday-10:00am	
Mono County Circulation/week	4,800	3,140	Mammoth Times provided USPS certification of circulation
Total Circulation/week	6,000	4,200	
Communities	Walker/Coleville; Bridgeport; Lee Vining; June Lake; Mammoth Lakes; Crowley Lake, Sunny Slopes, Chalfant; Benton	Walker; Bridgeport; Lee Vining; June Lake; Mammoth Lakes, Crowley Lake; Tom's Place, Benton; Chalfant	Basically the same coverage
Holidays Observed	None	New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas	
Cost - Column Inch			
Cost for Legal	\$ 10.00	\$ 2.00	These rates are for a column inch, not per line
Cost for Display	See rates listed below	\$ 7.23	Mammoth Times' charge of \$7.23 is per column inch (height x width x \$7.23)
Column Width	2.43 inches	1.625 inches	
2nd Publication Price	Same as above	Same as above	
Exhibit A (legal) cost per week	\$ 20.00	\$ 5.88	

Exhibit B (display) cost per week	\$342 color/\$258 B&W	\$300 color	The Sheet provided a copy of the actual ad they published; Mammoth Times' sample is a mock-up of what a color ad would look like
Display Rates for 1x			
Full Page	\$ 479.00		Mammoth Times' charge of \$7.23 is per column inch (height x width x \$7.23) no additional charge for color
Full Page Color	\$ 636.00	\$607.00	
3/4 Page	\$ 372.00		
3/4 Page Color	\$ 497.00	\$425.00	
Mid-Full	\$ 321.00		
Mid-Full Color	\$ 426.00	\$302.00	
1/2 Page	\$ 275.00		
1/2 Page Color	\$ 359.00	\$300.00	
3/8 Page	\$ 225.00		
3/8 Page Color	\$ 288.00	\$220.00	
1/4 Page	\$ 155.00		
1/4 Page Color	\$ 197.00	\$150.00	
1/8 Page	\$ 89.00		
1/8 Page Color	\$ 118.00	\$100.00	
1/16 Page	\$ 54.00		
1/16 Page Color	\$ 74.00	\$48.00	
1/32 Page	\$ 31.00		
1/32 Page Color	\$ 46.00		
Proof of General Circulation	Case 16850/2009	Case 10314/1992	
County Business License	Lic. No: 3033	Lic. No: 2233	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

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, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

5/19/2014 11:51 AM	County Administrative Office	Yes
5/22/2014 11:18 AM	County Counsel	Yes
5/28/2014 11:12 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

Departments: County Administrator

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jim Leddy

SUBJECT

Closed Session - Public Employee
Performance Evaluation - Government
Code section 54957. Title: County
Administrator.

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@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
5/19/2014 11:59 AM	County Administrative Office	Yes
5/22/2014 11:23 AM	County Counsel	Yes
5/28/2014 11:42 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

TIME REQUIRED

SUBJECT Closed Session - Conference with Real
Property Negotiators

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Conway Ranch. Agency negotiators: Marshall Rudolph and Tony Dublino. Negotiating parties: Mono County and Eastern Sierra Land Trust. Under negotiation: price and terms of payment (for conservation easement).

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
5/27/2014 11:20 AM	County Administrative Office	Yes
5/27/2014 9:54 AM	County Counsel	Yes
5/28/2014 12:04 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
5/27/2014 11:20 AM	County Administrative Office	Yes
5/27/2014 9:53 AM	County Counsel	Yes
5/28/2014 12:04 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 3, 2014

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

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
5/28/2014 10:49 AM	County Administrative Office	Yes
5/28/2014 10:09 AM	County Counsel	Yes
5/28/2014 12:04 PM	Finance	Yes