

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 November 8, 2016

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 Bob Musil, Clerk of the Board: bmusil@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 - NONE

3. RECOGNITIONS - 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. Resolution re: Industrial Disability of Michael Hallum

Departments: Risk Management

Proposed resolution determining that Michael Hallum is not eligible for industrial disability retirement.

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

Fiscal Impact: None.

B. In-Home Supportive Services Public Authority/ Non-Profit Consortium Rate Change Request

Departments: Social Services

Approval of In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium Rate Change Request associated with an increase in the minimum wage and a decrease in administrative costs.

Recommended Action: Approve the proposed In-Home Supportive Services Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

Fiscal Impact: There is no new cost to the Mono County General Fund. The Rate Change Request will not impact the county's current IHSS Maintenance of Effort requirement of approximately \$85,047.

C. Employment Agreement for Parks and Facilities Superintendent

Departments: Human Resources

Proposed resolution approving a contract with Joe Blanchard as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R16-___, approving a contract with Joe Blanchard as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (November 5 to June 30th) is approximately \$101,616 of which \$62,418 is salary; \$14,893 is the employer portion of PERS, and \$24,305 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year would be \$153,963 of which \$94,572 is annual salary; \$22,565 is the employer portion of PERS, and \$36,963 is the cost of the benefits.

D. Treasury Transaction Report for the Quarter Ending 9/30/2016

Treasury Transaction Report for the Quarter ending 9/30/2016

Recommended Action: Approve the Treasury Transaction Report for the Quarter ending 9/30/2016

Fiscal Impact: None

8. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Agricultural Commissioner's Monthly Update

Departments: CAO

Agriculture Commissioner's Report for November 2016

9. REGULAR AGENDA - MORNING

A. 7th and 8th Grade Project Proposal

Departments: CAO

45 minutes (15 minute presentation; 30 minute discussion)

(Brianna Brown and Students) - Visitor Center Service Learning Project for Bridgeport Elementary School 7th/8th Grade Class

Recommended Action: 1. Receive presentation by Brianna Brown and her 7th and 8th grade students on project ideas and support needed to begin the work on the Bridgeport Visitor Center. 2. Consider supporting and provide direction to staff for help with updating and maintaining Bridgeport Visitor Center.

Fiscal Impact: If projects are approved, staff time and some materials will be required.

B. Review of Snow Removal Policies, Procedures and Priorities

Departments: Public Works - Road

30 minutes (10 minute presentation; 20 minute discussion)

(Jeff Walters) - Each year the Roads Division of Public Works provides the Board of Supervisors a list of the snow removal policies, procedures and priorities for county-maintained roads.

Recommended Action: 1. Receive a staff report regarding current snow removal policies, procedures, and priorities. 2. Provide direction to staff regarding modification to current snow removal policies, procedures and priorities. 3. Consider and potentially adopt Resolution No. R16-___, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures and Priorities for County-Maintained Roads." 4. Provide any desired direction to staff.

Fiscal Impact: None.

C. Ordinance Providing for Biweekly Pay Periods

Departments: CAO, Finance, Human Resources

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman) - Proposed ordinance providing for biweekly (every two weeks) pay periods.

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

Fiscal Impact: None.

D. Contract with Bauer Planning & Environmental Services for the Provision of Consulting Services

Departments: Community Development Department

15 minutes (5 minute presentation; 10 minute discussion)

(Scott Burns) - Proposed contract with Bauer Planning & Environmental Services pertaining to the Tioga Inn Specific Plan Update and Subsequent Environmental Impact Report.

Recommended Action: Approve County entry into proposed contract for a not-to-

exceed amount of \$106,850 and authorize Scott Burns, CDD Director, to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: No impact to the General Fund; costs are paid by the applicant.

E. Restructure to Restore Parity for the County Attorney Positions

Departments: District Attorney

20 minutes (5 minute presentation; 15 minute discussion)

(Tim Kendall) - Restructure to restore parity for the County Attorney positions, "Professional Class," Establishes parity between the Attorney positions with the District Attorney's Office to the Attorney Positions within the County Counsel's Office.

Recommended Action: Approval of the salary restructure to restore parity in the County Attorney positions class.

Fiscal Impact: Annual cost of restoring parity is \$25,296 for salaries and \$10,323 for PERS, retiree health, medicare and unemployment costs, for a total increase of \$35,619, to be paid for out of the County's General Fund.

F. Appointment of Jordyn Pinochi to Antelope Valley RPAC

Departments: Supervisor Tim Fesko and CDD 5 minutes

(Gerry Le Francois) - Antelope Valley Regional Planning Advisory Committee appointment.

Recommended Action: Appoint Jordyn Pinochi to the Antelope Valley Regional Planning Advisory Committee.

Fiscal Impact: None.

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): Stacey Simon, Leslie Chapman, and Dave Butters. 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 - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One (1).

ADJOURN



REGULAR AGENDA REQUEST

■ Print

MEETING DATE	November 8, 2016
Departments: Ri	sk Management

TIME REQUIRED

SUBJECT Resolution re: Industrial Disability of

Michael Hallum

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed resolution determining that Michael Hallum is not eligible for industrial disability retirement.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760-932-5415 / jsloane@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

Resolution

History

TimeWhoApproval11/3/2016 6:01 AMCounty Administrative OfficeYes

 11/3/2016 9:08 AM
 County Counsel
 Yes

 11/1/2016 6:19 AM
 Finance
 Yes

County Counsel Stacey Simon

OFFICE OF THE COUNTY COUNSEL

760-924-1700 Facsimile

760-924-1701

Telephone

Assistant County Counsel Christian Milovich Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Paralegal Jenny Senior

Deputy County Counsel Stephen M. Kerins

To: Board of Supervisors

From: Stacey Simon

Date: November 8, 2016

Re: Industrial Disability Retirement Finding

Recommendation:

Adopt proposed resolution determining that Michael Hallum is not eligible for Industrial Disability Retirement. Provide any desired direction to staff.

Fiscal/Mandates Impact:

None.

Discussion:

CalPERS requires a Board determination regarding the County's position on the disability, or lack thereof, of an employee filing for an industrial disability retirement (IDR). The determination must be made within six months of notification by PERS that the employee has filed for an IDR. At this time, the County lacks information to support a finding that Mr. Hallum is eligible for IDR and the attached resolution so states.

If you have any questions regarding this item prior to your meeting, please call me at 924-1704 or 932-5418.



R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DETERMINING THAT MICHAEL HALLUM IS NOT ELIGIBLE FOR INDUSTRIAL DISABILITY RETIREMENT

WHEREAS, the County of Mono (hereinafter referred to as Agency) is a contracting agency of the Pubic Employee's Retirement System; and

WHEREAS, the Public Employee's Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is disabled for purposes of the California Public Employee's Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, an application for industrial disability retirement of Michael Hallum employed by the Agency in the position of Investigator has been filed with the California Public Employee's Retirement System; and

WHEREAS, the County of Mono has reviewed the medical and other evidence relevant to such alleged disability;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES and does hereby find and determine that Michael Hallum is not substantially incapacitated within the meaning of the California Public Employee's Retirement Law for performance of his duties in the position of Investigator.

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby find and determine that such disability is not a result of injury or disease arising out of and in the course of employment and Michael Hallum's workers' compensation claim, alleging such, has been denied on legal grounds pursuant to the California Labor Code.

BE IT FURTHER RESOLVED that neither said Michael Hallum nor the agency Mono County has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 whether such disability is industrial.

BE IT FURTHER RESOLVED that the member was, or will be, separated from his employment in the position of Investigator after expiration of his rights under Section 21164, Government Code, effective July 20, 2016, and that no dispute as to the expiration of such leave rights is pending. His last day on pay status is July 18, 2016.

BE IT FURTHER RESOLVED that there is not a possibility of third party liability and Advanced Disability Pension payments will not be made.

1	PASSED APPROVED and ADOPTED this	day of	2016
2	PASSED, APPROVED and ADOPTED this _by the following vote, to wit:	uay or	, 2010,
3	AYES:		
4	NOES: ABSENT:		
5	ABSTAIN:		
6			
7 8		Fred Stump, Chair Mono County Board o	of Supervisors
9	ATTEST:	APPROVED AS TO I	FORM:
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11	Clerk of the Board	County Counsel	
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REGULAR AGENDA REQUEST

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MEETING DATE November 8, 2016

Departments: Social Services

TIME REQUIRED

SUBJECT In-Home Supportive Services Public

Authority/ Non-Profit Consortium Rate Change Request

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Approval of In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium Rate Change Request associated with an increase in the minimum wage and a decrease in administrative costs.

RECOMMENDED ACTION:

Approve the proposed In-Home Supportive Services Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

FISCAL IMPACT:

There is no new cost to the Mono County General Fund. The Rate Change Request will not impact the county's current IHSS Maintenance of Effort requirement of approximately \$85,047.

CONTACT NAME: Kathryn Peterson

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

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

SEND COPIES TO:

Kathy Peterson; State requires wet signature on the Minute Order AND it must be stamped with the official county seal. Thank you.

MINUTE ORDER REQUESTED:

▼ YES □ NO

ATTACHMENTS:

Click to download

Rate Change Backup Documentation

History

Time	Who	Approval
11/3/2016 5:58 AM	County Administrative Office	Yes
10/29/2016 5:18 PM	County Counsel	Yes
11/1/2016 6:42 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

COUNTY

O F

MONO

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: October 23, 2016

Re: IHSS PA/NPC Rate Change Request

Recommended Action:

Approve the proposed IHSS Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

Fiscal Impact:

There is no new cost to the Mono County General Fund. The Rate Change Request will not impact the county's current IHSS Maintenance of Effort requirement of approximately \$85,047.

Discussion:

Senate Bill 3, enacted on April 4, 2016, amended the California Labor Code by increasing the minimum wage for all industries to \$10.50 per hour effective on and after January 1, 2017. Counties with an In-Home Supportive Services (IHSS) provider wage less than \$10.50 per hour are required to submit a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request to the California Department of Social Services (CDSS), Public Authority Unit (PAU). The IHSS provider wage in Mono County is currently \$10.00 per hour, thus we are required to submit a Rate Change Request to the CDSS PAU.

Board of Supervisor (BOS) approval is required by the State of California when the PA/NPC Rate Change Request to be submitted provides for a change in administrative costs. The proposed Mono County PA/NPC Rate Change Request to be submitted includes a decrease from \$1.43 to \$1.25 in the administrative cost per recipient hour, therefore requiring your Board's approval.

Background:

IHSS is a state-mandated county-operated program that helps low-income older adults and people of all ages with disabilities remain living safely and independently in their own home. Currently there are 35 low-income elders and people with disabilities who are IHSS recipients, and 42 individuals registered to serve as their care providers. Recipients receive an annual home visit and assessment from a Social Worker within the Social Services Department to determine the tasks and associated time needed for them to live safely and independently. The total projected recipient hours for this fiscal year is 64,800.

Community Service Solutions (CCS), with an office in Walker, serves as the Mono County IHSS Non-Profit Consortium. CCS acts as the employer of record for IHSS providers for the purposes of negotiating wages and benefits. IHSS providers are not employees of CCS; the providers are employed by the recipients they serve, who have responsibility to find and hire providers, and set their hours and duties. CCS provides a registry of screened applicants to IHSS recipients looking to hire providers, and handles the Statemandated enrollment for new IHSS providers, including criminal background checks.

This item falls within the following established Mono County Strategic Direction: Understand & Address Community Needs. The IHSS program helps residents of the county remain living safely and independently in their own home.



Office of the ... DEPARTMENT OF SOCIAL SERVICES

COUNTY

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MONO

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

October 24, 2016

California Department of Social Services Public Authority Unit 744 P Street, MS 9-9-04 Sacramento, CA 95814

Subject: Approval of a PA/NPC Rate Change Request.

Mono County is requesting a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change to increase the IHSS Provider minimum wage from the current \$10.00 per hour to \$10.50 per hour effective January 1, 2017 per ACIN 1-67-16. The following is a breakdown of the new wage; Hourly wage will increase from \$10.00 to \$10.50 and benefits will remain at \$0.00. Taxes will decrease from \$0.41 to \$0.33 and the PA/NPC hourly administrative cost will decrease from \$1.43 to \$1.25. The total PA/NPC rate will increase from \$11.84 to \$12.08.

ALL COUNTY INFORMATION NOTICE NO.: 1-67-16 is to remind counties of Senate Bill 3 (SB 3), which was enacted on April 4, 2016. SB 3 amended Section 1182.12 of the California Labor Code by increasing the minimum wage for all industries to \$10.50 per hour effective on and after January 1, 2017.

Counties with an In-Home Supportive Services provider wage less than \$10.50 per hour (as of December 31, 2016) are required to submit a PA/NPC Rate Change Request along with all necessary documents and signatures to the California Department of Social Services (CDSS), Public Authority Unit, no later than October 31, 2016.

The county Board of Supervisors approval is required for our minimum-wage increase due to the decrease in the PA/NPC administrative cost. The approval of the PA/NPC Rate Change is scheduled on November 8th, 2016 at the Board of Supervisors meeting. The signed and approved minute order with the stamped County Seal will be sent out shortly thereafter.

Attached is our copy of the SOC 449, PA/NPC Rate Worksheet, and our In-Home Supportive Services rate worksheet with line item budget narrative. IHSS providers are not represented by a labor organization, therefore a MOU is not included with this packet. Please notify us on the approval of this rate change.

Sincerely,

Kathryn Peterson, MPH

Director, Mono County Department of Social Services

PO Box 2969, 452 Old Mammoth Rd

Mammoth Lakes, CA 93546

Ph 760/924-1770 or 1763



IN-HOME SUPPORTIVE SERVICES PROGRAM PUBLIC AUTHORITY/NON-PROFIT CONSORTIUM RATE

To: California Department of Social Services Adult Programs Division Public Authority Unit 744 P Street, MS 9-9-04 Sacramento, CA 95814

COUNTY:	
Mono	
CONTACT NAME:	
Amanda Hoover	
PA NAME:	
Community Service Solution	ons
TELEPHONE:	FAX NUMBER:
(530) 495-2700	(530)495-2742
ADDRESS:	111111111111
PO Box 346	
Coleville, CA 96107	
EMAIL ADDRESS:	
monoihssregistry@gmail.c	com

Please address questions regarding this form to the Public Authority Unit, at (916) 651-3488.

Please complete the budget narrative below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits) and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits for IHSS providers, however, these costs may be eligible for Title XIX reimbursement.

- The state will only participate in hourly wage and benefits up to \$12.10 per hour unless otherwise provided for in the Annual Budget Act or appropriated by statute.
- The state will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated
 or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/DHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

I hereby certify that the proposed IHSS MOE adjustment includes no locally negotiated health benefit rate changes and no changes that modify who is eligible for health benefits (only applies to non-locally negotiated health benefit rates).

Approved by: Releven Date: 10/19/16

BUDGET NARRATIVE Difference Requested Rate **Current Rate** \$0.24 \$12.08 \$11.84 PA/NPC Hourly Rate: -\$0.18\$1.25 \$1.43 PA/NPC Hourly Administrative Cost: 2 \$0.42 \$10.83 \$10.41 Total Hourly Services Cost: 3 \$0.00 \$0.00 \$0.00 Hourly Wage (locally negotiated) \$0.50 \$10.50 \$10.00 Hourly Wage (non-locally negotiated) -\$0.08 \$0.41 \$0.33 Payroll Taxes (FUTA, SUI, FICA) 6a \$0.00 \$0.00 \$0.00 Health Benefits (locally negotiated) 6b \$0.00 \$0.00 \$0.00 Health Benefits (non-locally negotiated) 7 \$0.00 \$0.00 \$0.00 Non-Health Benefits (if any)

Comments: Please include the Line-by-Line Budget Narrative with PA Rate Change Package

MONO	County

IHSS PA Rate Worksheet FY 16-17

Projected yearly hours

64,800

#	ITEM	E	BUDGET	SI	ERVICES	ADMIN	Portion of RATE
	Provider Costs						
1	Wages = proj yearly hours @ \$ 10.50 per hr	\$	680,400	\$	680,400		10.50
2	Taxes & Wages	\$	21,092	\$	21,092		0.33
	Total Provider Costs			\$	701,492		10.83
	PA Administrative Salaries & Benefits						
5	Salaries					\$ 57,632	0.89
	Benefits					\$ 4,648	0.07
	Sub-Total					\$ 62,280	0.96
	PA Operating Expenses						
6	Rent					\$ 2,790	0.04
7	Utilities					\$ 711	0.01
8	Communications-Telephone					\$ 1,024	0.02
9	Vehicle Maintenance/Fuel					\$ 4,170	0.06
10	Lodging/Meals					\$ 1,664	0.03
13	Office Supplies					\$ 2,040	0.03
12	Legal					\$ 1,793	0.03
11	Insurance					\$ 4,252	0.07
	Sub-Total					\$ 18,444	0.29
	Total PA Administrative Costs					\$ 80,724	1.25
	Total Budgeted Expenses	\$	701,492			\$ 80,724	12.08

ITEM		BUDGET	SERVICES	CES	ADMIN	RATE	
Individual Providers							
1 Individual Providers		\$ 680,400	\$	680,400		10.50	10.50 Hours are FY17 projected base
Hours	64800						
Rate	\$ 10.50						
2 IP Employer Taxes		2:	21092	21092		0.33	3.1% based on hours paid and expenditure report
Rate	3.10%						
NPC Salaries and Benefits							
3 Administrative Salaries							
Executive Director	.5 FTE	27	27781		27781	0.43	0.43 Based on payroll report / total projected provider hours
Deputy Director	.6 FTE	T	17057		17057	0.26	0.26 Based on payroll report / total projected provider hours
Registry Coordinator	.8 FTE	1.	12794	_	12794	0.20	0.20 Based on payroll report / total projected provider hours
Total Salaries		5	57632		57632	0.89	
4 Administrative Benefits							
Director's Health Insurance		7	4648		4648	0.07	
Total Admin Benefits		7	4648		4648	0.07	
Operating Expenses							
5 Office Rent			2790		2790	0.04	
6 Office Utilities			711		711	0.01	
7 Office Telephone			1024		1024	0.02	
8 Transportation and Travel							
Vehicle maintenance & fuel		7	4170		4170	0.06	
Lodging & Meals			1664		1664	0.03	
9 Office Supplies			2040		2040	0.03	
10 Legal Services			1793		1793	0.03	
11 Insurances		,	4252		4252	0.07	
Total Operating Expenses						0.29	
				\neg			
TOTALS		\$ 782,216.00	.00 \$ 701,492.00	_	\$ 80,724.00	12.08	

Mono County PA Rate Change Package

Budget Narrative

The PA/NPC Hourly Rate and Hourly Administrative costs were derived using estimated costs for the Mono County PA provider wages and actual costs of the Mono County PA Contract. The Hourly Services Cost, Hourly Wage, and Hourly Benefits were estimated using current figures from the CMIPS II Caseload Summary Report and Active Caseload Report. Mono County does not offer health and/or other benefits. Figures do not include overtime wages.

The 2016-17 Requested PA/NPC Hourly Rate has increased, due to a mandatory minimum wage increase effective January 1, 2017. The PA/NPC Hourly Administrative Cost is less than the current 2015-16 rate, due to an increase in the number of estimated provider hours, from 56,400 hours for 2015-16 to 64,800 hours for 2016-17. Also, the PA/NPC contract amount has remained the same from 2015-16, thus reducing the 2016-17 PA/NPC Hourly Administrative Cost.

Rate Change Contacts:

Primary:
Amanda J. Hoover
Program Manager
Project Director, Mono County SNAP-Ed
Community Service Solutions
26 HFU Circle #1
Coleville, CA 96107
(530) 495-2700
amandahoovercss@gmail.com
www.csssolutions.org

Secondary:
Cathy Young
Staff Services Analyst II
County of Mono Department of Social Services
452 Old Mammoth Rd, PO Box 2969
Mammoth Lakes, CA 93546 760/924-1780 ph 760/924-5431 fax
cyoung@mono.ca.gov
www.monocounty.ca.gov



REGULAR AGENDA REQUEST

<u></u> Print

MEETING DATE November 8, 2016

Departments: Human Resources

TIME REQUIRED

SUBJECT Employment Agreement for Parks

and Facilities Superintendent

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Joe Blanchard as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R16-___, approving a contract with Joe Blanchard as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (November 5 to June 30th) is approximately \$101,616 of which \$62,418 is salary; \$14,893 is the employer portion of PERS, and \$24,305 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year would be \$153,963 of which \$94,572 is annual salary; \$22,565 is the employer portion of PERS, and \$36,963 is the cost of the benefits.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 7609325413 / dbutters@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:

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☐ YES 🔽 NO

ATTACHMENTS:

Click to download

☐ Staff Report - Joe Blanchard Employment Agreement

□ Resolution

<u>Agreement</u>

History

Time	Who	Approval
11/3/2016 4:51 AM	County Administrative Office	Yes
11/3/2016 9:15 AM	County Counsel	Yes
11/3/2016 7:12 AM	Finance	Yes



P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: October 26, 2016

Subject: Employment Agreement for Joe Blanchard as Parks and Facilities Superintendent

Recommendation: Approve the Employment Agreement of Joe Blanchard as Parks and Facilities Superintendent for a term of three years from November 5, 2016 to November 4, 2019

Background: Joe Blanchard has served as Parks and Facilities Superintendent since July 1, 2008.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (November 5 to June 30th) is approximately \$101,616 of which \$62,418 is salary; \$14,893 is the employer portion of PERS, and \$24,305 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2016-2017) would be \$153,963 of which \$94,572 is annual salary; \$22,565 is the employer portion of PERS, and \$36,963 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



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R16-

RESOLUTION NO. R16-A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH JOE BLANCHARD, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Employment Agreement of Joe Blanchard, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Blanchard. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County. PASSED, APPROVED and ADOPTED this ______ day of ______, 2016, by the following vote, to wit: **AYES**: NOES: ABSENT: **ABSTAIN**: Fred Stump, Chair Mono County Board of Supervisors ATTEST: APPROVED AS TO FORM: Clerk of the Board **County Counsel**

Employment Agreement Of Joe Blanchard

This Agreement is entered into as of the 5th day of November 2016, by and between Joe Blanchard and the County of Mono.

I. RECITALS

Mr. Blanchard is currently the Parks and Facilities Superintendent of Mono County. The County wishes to continue to employ Mr. Blanchard on a full-time basis as Parks and Facilities Superintendent on the terms and conditions set forth in this Agreement. Mr. Blanchard wishes to accept such continued employment.

II. AGREEMENT

- 1. The term of this Agreement shall be November 5, 2016, until November 4, 2019, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Blanchard in writing no later than May 4, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Blanchard shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Blanchard that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Blanchard as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
- 2. Commencing November 5, 2016, Mr. Blanchard shall continue to be employed by Mono County as Parks and Facilities Superintendent serving at the will and pleasure of County Director of Public Works in accordance with the terms and conditions of this Agreement. Mr. Blanchard accepts such continued employment. The County Director of Public Works shall be deemed the "appointing authority" for all purposes with respect to Mr. Blanchard's employment.
- 3. Effective November 5, 2016 Mr. Blanchard's salary shall be \$7,881.00 per month. The Board may unilaterally increase Mr. Blanchard's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Blanchard's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Blanchard in good faith, but

the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

- 4. Mr. Blanchard shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Blanchard understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Mr. Blanchard was already entitled to for the 2016 calendar year under his former employment agreement).
- 5. To the extent deemed appropriate by the County Director of Public Works the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Blanchard's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
- 6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Blanchard shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Mr. Blanchard), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
- 7. Mr. Blanchard understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy including but not limited to salary, insurance coverage, and paid holidays or leaves is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Blanchard cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.

Furthermore, should Mr. Blanchard's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employee.

- 8. Consistent with the "at will" nature of Mr. Blanchard's employment, the County Director of Public Works may terminate Mr. Blanchard's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Blanchard understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Director of Public Works may, in his discretion, take during Mr. Blanchard's employment.
- 9. On or before the effective date of any such termination without cause, Mr. Blanchard shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Blanchard shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Blanchard shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Blanchard that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
- 10. Notwithstanding the foregoing, Mr. Blanchard shall not be entitled to any severance pay in the event that the County Director of Public Works has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Blanchard shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

- 11. Pursuant to Government Code sections 53243 Mr. Blanchard shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Blanchard is convicted of a crime involving abuse of office or position.
- 12. Mr. Blanchard may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Blanchard shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
- 13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Blanchard. It specifically supersedes the employment agreement between the parties dated November 5, 2013. Consistent with Mr. Blanchard's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Blanchard may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Blanchard's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
- 14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Blanchard's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Blanchard' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
- 15. Mr. Blanchard acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Blanchard further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed this ____ day of November, 2016.

JOE BLANCHARD	THE COUNTY OF MONO
	By: Fred Stump, Chairman Board of Supervisors
APPROVED AS TO FORM:	
Stacey Simon County Counsel	



REGULAR AGENDA REQUEST

■ Print

MEETING DATE	November 8, 2016				
TIME REQUIRED SUBJECT	Treasury Transaction Report for the Quarter Ending 9/30/2016	PERSONS APPEARING BEFORE THE BOARD			
	AGENDA D	ESCRIPTION:			
(A	brief general description of what the Bo	pard will hear, discuss, consider, or act upon)			
	Treasury Transaction Report	for the Quarter ending 9/30/2016			
RECOMMENDE	ED ACTION:				
Approve the Treasury Transaction Report for the Quarter ending 9/30/2016					
FISCAL IMPAC	Т:				
CONTACT NAM PHONE/EMAIL	↑E: Gerald Frank • 760-932-5483 / gfrank@mono.ca.gov	,			
ATTACHM THE CO PRIOR TO	ORIGINAL DOCUMENT WITH JENTS TO THE OFFICE OF DUNTY ADMINISTRATOR 5:00 P.M. ON THE FRIDAY CEDING THE BOARD MEETING	SEND COPIES TO:			
MINUTE ORDE	R REQUESTED:				
ATTACHMENT	S:				
Click to download					

History

Time Who Approval

☐ Treasury Transaction Report for the Quarter Ending 9/30/2016

Gerald A. Frank Assistant Finance Director Treasurer-Tax Collector

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

Fax (760) 932-5481

Janet Dutcher, CPA, CGFM Finance Director Stephanie Butters Assistant Finance Director Auditor-Controller

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

Date: November 1, 2016

To: Honorable Board of Supervisors

Treasury Oversight Committee Treasury Pool Participants

From: Gerald Frank

Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2016 is attached pursuant to Government Code §53646(b) and includes the following reports:

- Portfolio Holdings by Security Sector includes, among other information, the type of
 investment, issuer, date of maturity, par value, dollar amount invested in all securities and
 market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- Distribution by Asset Category Market Value Provides a graphic to make it easy to see the
 asset allocation by type of security.
- **Distribution by Maturity Range Face Value –** Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- Treasury Cash Balances as of the Last Day of the Most Recent 14 Months Shows that the
 current mix of cash and investments is stable and consistent when compared to prior months
 and particularly the same time last year. Additionally, the maturities section at the bottom
 shows that there is work to be done in structuring future investments to smooth out cash flows
 and ensure liquidity.
- Mono County Treasury Pool Quarterly Yield Comparison Shows, at a glance, the county pool
 performance in comparison to two year US Treasuries and the California Local Agency
 Investment Fund (LAIF).
- Mono County Treasury Pool Participants Provides a graphic to make it easy to see the types
 of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of September 30, 2016 were \$31,549.58 and \$3,819.81 respectively.
- Solid Waste has an account that is required by California Integrated Waste as security for a zero interest loan. The County is required to maintain a balance equal to two months' payments. The balance in this account as of September 30, 2016 was \$74,445.99.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$15,139,959.84 as of August 31, 2016. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2016.

Weighted Average Maturity (WAM) as of September 30, 2016 was 668 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$71,303,032.60, and the market value was \$71,638,989.85 (calculated by Union Bank) or 100.471% of cost. Market value does not include accrued interest which was \$177,088.57 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	12/31/2015	3/31/2016	6/30/2016	9/30/2016
Average Daily Balance	\$68,955,816	\$74,447,680	\$83,247,611	\$75,451,284
Earned Interest (including accruals)	\$194,524	\$187,121	\$212,315	\$198,624
Earned Interest Rate	1.1192%	1.0109%	1.0258%	1.0473%
Number of Days in Quarter	92	91	91	92
Interest Received	\$190,366	\$163,149	\$202,778	\$203,855
Administration Costs	\$13,107	\$13,468	\$4,285	\$6,639
Net Interest for Apportionment	\$177,259	\$149,681	\$198,493	\$197,216



Mono County Portfolio Holdings by Security Sector As of September 30, 2016

Description	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
Cash											
Oak Valley Bank Cash	02/28/2009	4,281,513.57	4,281,513.57	4,281,513.57	0.734	0.734	N/A	1	None		6.00
Sub Total / Average		4,281,513.57	4,281,513.57	4,281,513.57	0.734	0.734		1		0.00	6.00
LAIF											
Local Agency Investment Fund LGIP-Quarterly	07/01/2014	16,807,275.20	16,807,275.20	16,807,275.20	0.634	0.634	N/A	1	NR	35,959.26	23.57
Sub Total / Average		16,807,275.20	16,807,275.20	16,807,275.20	0.634	0.634		1		35,959.26	23.57
Financial System Loan-Mono County											
Financial System Loan-Mono County 1.25 6/30/2019	06/30/2015	184,243.83	184,243.83	184,243.83	1.250	1.250	06/30/2019	1,003	None	0.00	0.26
Sub Total / Average		184,243.83	184,243.83	184,243.83	1.250	1.250		1003		0.00	0.26
CD Negotiable											
1st SOURCE BANK 1.15 1/30/2018	06/30/2015	245,000.00	245,000.00	246,070.65	1.150	1.150	01/30/2018	487	None	710.16	0.34
ALLY BK MIDVALE UTAH 1.45 2/11/2019	02/11/2016	245,000.00	245,000.00	248,456.95	1.450	1.450	02/11/2019	864	None	486.64	0.34
AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020	04/29/2015	245,000.00	245,000.00	251,705.65	1.850	1.850	04/29/2020	1,307	None	1,912.34	0.34
BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017	06/30/2015	245,000.00	245,000.00	245,720.30	1.000	1.000	06/30/2017	273	None	6.71	0.34
BANKUNITED ANTL ASSN 0.75 8/31/2017	08/31/2016	245,000.00	245,000.00	245,107.80	0.750	0.750	08/31/2017	335	None	151.03	0.34
BBCN BANK 0.9 2/26/2018	08/26/2016	245,000.00	245,000.00	244,995.10	0.900	0.900	02/26/2018	514	None	24.16	0.34
BLOOMSDALE BANK 0.6 12/19/2016	02/17/2016	245,000.00	245,000.00	245,058.80	0.600	0.600	12/19/2016	80	None	52.36	0.34
BMO HARRIS BANK NA 1.05 3/2/2018	03/03/2016	245,000.00	245,000.00	246,180.90	1.050	1.050	03/02/2018	518	None	190.29	0.34
BMW Bank of North America 1.35 1/23/2018	01/23/2015	245,000.00	245,000.00	246,700.30	1.350	1.350	01/23/2018	480	None	625.25	0.34
BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017	08/30/2016	245,000.00	245,000.00	245,019.60	0.850	0.850	11/30/2017	426	None	0.00	0.34
BROOKLINE BK MASS 0.75 10/30/2017	07/29/2016	245,000.00	245,000.00	245,061.25	0.750	0.750	10/30/2017	395	None	5.03	0.34
CAPITAL BK LITTLE ROCK 0.9 2/28/2018	05/29/2015	245,000.00	245,000.00	246,188.25	0.900	0.900	02/28/2018	516	None	6.04	0.34
CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020	01/26/2015	245,000.00	245,000.00	253,185.45	1.800	1.800	01/22/2020	1,209	None	845.75	0.34
CIT BK SALT LAKE CITY 2.25 11/26/2019	11/26/2014	245,000.00	245,000.00	253,440.25	2.250	2.250	11/26/2019	1,152	None	1,918.05	0.34
COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021	04/11/2016	245,000.00	245,000.00	250,331.20	1.600	1.600	04/12/2021	1,655	None	204.05	0.34
COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019	06/26/2015	245,000.00	245,000.00	249,819.15	1.650	1.650	09/26/2019	1,091	None	44.30	0.34
COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/	08/29/2016	245,000.00	245,000.00	245,095.55	0.750	0.750	08/29/2017	333	None	5.03	0.34
CONNECTONE BK ENGLEWOOD 1.55 7/29/2019	01/28/2015	245,000.00	245,000.00	251,830.60	1.550	1.550	07/29/2019	1,032	None	20.81	0.34
DISCOVER BK GREENWOOD DEL 1.9 5/6/2020	05/06/2015	245,000.00	245,000.00	251,705.65	1.900	1.900	05/06/2020	1,314	None	1,874.75	0.34
EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017	07/27/2016	245,000.00	245,000.00	245,090.65	0.700	0.700	10/27/2017	392	None	14.10	0.34
ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018	08/31/2016	245,000.00	245,000.00	245,031.85	1.050	1.050	08/31/2018	700	None	0.00	0.34
FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021	01/13/2016	245,000.00	245,000.00	255,169.95	1.900	1.900	01/13/2021	1,566	None	1,007.52	0.34
FIRST NIAGARA BK NATL ASSN 1.35 1/8/2018	01/08/2016	245,000.00	245,000.00	246,239.70	1.350	1.350	01/08/2018	465	None	761.18	0.34
FIRSTRUST SVGS BK CONSHOHOCKENPA 0.7 10/23/2017	07/22/2016	245,000.00	245,000.00	245,173.95	0.700	0.700	10/23/2017	388	None	37.59	0.34
FLUSHING BANK N Y 1.8 12/10/2018	12/10/2014	245,000.00	245,000.00	248,591.70	1.800	1.800	12/10/2018	801	None	181.23	0.34
FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017	08/12/2016	245,000.00	245,000.00	245,068.60	0.750	0.750	11/14/2017	410	None	90.62	0.34
FREEDOM FIN BK W DES MOINES 1.5 7/26/2019	01/27/2015	245,000.00	245,000.00	251,813.45	1.500	1.500	07/26/2019	1,029	None	30.21	0.34
GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020	05/05/2015	244,387.50	245,000.00	251,695.85	1.900	1.953	04/22/2020	1,300	None	2,053.30	0.34
INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018	08/31/2016	245,000.00	245,000.00	244,990.20	0.900	0.900	02/28/2018	516	None	0.00	0.34



Mono County Portfolio Holdings by Security Sector As of September 30, 2016

Description	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
INVESTORS BANK 0.85 11/30/2017	08/31/2016	245,000.00	245,000.00	245,046.55	0.850	0.850	11/30/2017	426	None	171.16	0.34
ISABELLA BANK 0.75 3/28/2017	05/28/2015	245,000.00	245,000.00	245,296.45	0.750	0.750	03/28/2017	179	None	10.07	0.34
MAHOPAC NATL BK N Y 1.45 7/30/2019	01/30/2015	245,000.00	245,000.00	251,769.35	1.450	1.450	07/30/2019	1,033	None	603.44	0.34
MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021	01/15/2016	245,000.00	245,000.00	255,209.15	1.800	1.800	01/15/2021	1,568	None	181.23	0.34
MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017	01/30/2015	245,000.00	245,000.00	245,377.30	0.850	0.850	01/30/2017	122	None	11.41	0.34
MIDDLETON COMMUNITY BANK 1.4 11/27/2018	01/27/2015	245,000.00	245,000.00	249,797.10	1.400	1.400	11/27/2018	788	None	28.19	0.34
MUFG Union Bank NA 0.95 4/6/2017	04/06/2016	245,000.00	245,000.00	244,789.30	0.950	0.950	04/06/2017	188	None	1,128.68	0.34
SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021	02/18/2016	245,000.00	245,000.00	251,482.70	1.800	1.800	02/18/2021	1,602	None	519.53	0.34
SANTANDER BK NA WILMINGTON DE 0.75 3/2/2017	03/02/2016	245,000.00	245,000.00	245,264.60	0.750	0.750	03/02/2017	153	None	1,067.26	0.34
SOUTHERN BANK 1 1/30/2018	09/30/2016	245,000.00	245,000.00	244,914.25	1.000	1.000	01/30/2018	487	None	0.00	0.34
STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021	02/17/2016	245,000.00	245,000.00	252,590.10	1.600	1.600	02/17/2021	1,601	None	139.62	0.34
SYNCHRONY BANK 2 3/20/2020	03/20/2015	245,000.00	245,000.00	251,833.05	2.000	2.000	03/20/2020	1,267	None	134.25	0.34
SYNOVUS BANK 0.85 2/6/2017	02/05/2015	245,000.00	245,000.00	245,418.95	0.850	0.850	02/06/2017	129	None	319.51	0.34
Third Federal Savings and Loan Assn. of Cleveland	03/26/2015	245,000.00	245,000.00	252,119.70	1.800	1.800	03/26/2020	1,273	None	48.33	0.34
UNITY BK CLINTON NJ 1.5 9/26/2019	05/26/2015	245,000.00	245,000.00	249,757.90	1.500	1.500	09/26/2019	1,091	None	40.27	0.34
WASHINGTON TR CO WESTERLY RI 1.1 8/30/2018	08/30/2016	245,000.00	245,000.00	245,031.85	1.100	1.100	08/30/2018	699	None	228.89	0.34
WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021	08/03/2016	245,000.00	245,000.00	244,906.90	1.600	1.600	08/03/2021	1,768	None	289.97	0.34
Worlds Foremost Bk Sidney NE 1.75 5/5/2021	05/05/2016	200,000.00	200,000.00	202,492.00	1.750	1.750	05/05/2021	1,678	None	239.73	0.28
Sub Total / Average		11,469,387.50	11,470,000.00	11,613,636.50	1.284	1.285		797		18,420.04	16.09
Corporate Bonds											
Apple Inc 1 5/3/2018	05/15/2013	497,300.00	500,000.00	499,305.00	1.000	1.112	05/03/2018	580	S&P-AA	2,041.67	0.70
General Electric Cap Corp 1.625 4/2/2018	05/14/2013	506,735.00	500,000.00	505,105.00	1.625	1.339	04/02/2018	549	Fitch-AA	4,017.36	0.70
Intel Corp 1.35 12/15/2017-14	05/27/2014	502,250.00	500,000.00	501,560.00	1.350	1.220	12/15/2017	441	Fitch-A	1,968.75	0.70
JPMORGAN CHASE 2.35 1/28/2019	04/14/2015	1,021,450.00	1,000,000.00	1,016,650.00	2.350	1.762	01/28/2019	850	Fitch-A	4,047.22	1.40
MICROSOFT CORP 2 11/3/2020-20	12/28/2015	501,580.00	500,000.00	510,365.00	2.000	1.931	11/03/2020	1,495	Fitch-AA	4,083.33	0.70
Pfizer Inc 0.9 1/15/2017-14	01/15/2014	498,085.00	500,000.00	499,970.00	0.900	1.030	01/15/2017	107	Moodys-A1	937.50	0.70
Toyota Motor Credit Corp 1.2 4/6/2018	04/15/2016	501,005.00	500,000.00	500,145.00	1.200	1.097	04/06/2018	553	Fitch-A	2,866.67	0.70
Union Bank 2.125 6/16/2017	01/09/2013	517,250.00	500,000.00	503,570.00	2.125	1.322	06/16/2017	259	Fitch-A	3,069.44	0.70
US Bancorp 1.65 5/15/2017	05/11/2012	502,365.00	500,000.00	501,455.00	1.650	1.551	05/15/2017	227	Fitch-AA	3,093.75	0.70
Wells Fargo 1.5 1/16/2018	05/14/2013	502,950.00	500,000.00	500,635.00	1.500	1.369	01/16/2018	473	S&P-A	1,541.67	0.70
Sub Total / Average		5,550,970.00	5,500,000.00	5,538,760.00	1.641	1.409		580		27,667.36	7.71
Municipal Bonds											
City of San Jose CA Airport 4.75 3/1/2020-11	09/14/2016	550,655.00	500,000.00	547,615.00	4.750	1.724	03/01/2020	1,248	S&P-AA	1,913.19	0.70
El Monte CA School District GO 1.698 5/1/2018	06/12/2014	503,340.00	500,000.00	506,745.00	1.698	1.521	05/01/2018	578	Moodys-Aa3	3,513.92	0.70
HAWTHORNE CA CTFS 1.846 8/1/2018	05/17/2016	251,867.50	250,000.00	251,502.50	1.846	1.501	08/01/2018	670	S&P-AA	756.35	0.35
HAWTHORNE CA CTFS 2.096 8/1/2019	05/17/2016	252,680.00	250,000.00	253,130.00	2.096	1.751	08/01/2019	1,035	S&P-AA	858.78	0.35
La Mesa Spring Valley SD 1.886 8/1/2017	05/01/2014	502,920.00	500,000.00	503,360.00	1.886	1.700	08/01/2017	305	Moodys-A1	1,545.47	0.70
Lake Tahoe Unified School District 0 8/1/2017	11/19/2013	619,567.00	650,000.00	643,324.50	0.000	1.300	08/01/2017	305	Moodys-A1	0.00	0.91
LANCASTER REDEV AGY A 2.125 8/1/2021	08/01/2016	661,995.40	655,000.00	662,434.25	2.125	1.900	08/01/2021	1,766	S&P-AA	2,281.13	0.92



Mono County Portfolio Holdings by Security Sector As of September 30, 2016

Description	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating	Accrued Interest	% of Portfolio
MALIBU CA COPS (MALCTF) 1.6 11/1/2018	07/15/2016	252,935.00	250,000.00	252,502.50	1.600	1.080	11/01/2018	762	S&P-AA	1,655.56	0.35
N ORANGE CNTY CA CMNTY CLG DIST 1.54 8/1/2018	10/15/2015	604,764.00	600,000.00	603,990.00	1.540	1.250	08/01/2018	670	Moodys-Aa1	1,514.33	0.84
Riverside Unified School District-Ref 1.94 8/1/202	05/25/2016	387,156.00	385,000.00	390,547.85	1.940	1.801	08/01/2020	1,401	Moodys-Aa2	1,224.09	0.54
SALDEV 1.25 7/1/2019	08/23/2016	159,774.40	160,000.00	158,334.40	1.250	1.300	07/01/2019	1,004	Fitch-AA-	250.00	0.22
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2.136 8/	07/15/2016	510,950.00	500,000.00	508,045.00	2.136	1.050	08/01/2018	670	Moodys-Aa2	1,750.33	0.70
Solano Co Community College 1.384 8/1/2017	05/27/2014	252,210.00	250,000.00	251,230.00	1.384	1.100	08/01/2017	305	Moodys-Aa3	567.06	0.35
SUISUN CITY CA REDEV AGY 1 10/1/2016	01/14/2015	1,030,217.25	1,025,000.00	1,025,000.00	1.000	0.701	10/01/2016	1	S&P-A	5,096.53	1.44
Union School District CA 1.573 9/1/2017	11/29/2012	506,270.00	500,000.00	501,805.00	1.573	1.300	09/01/2017	336	Moodys-Aa1	633.57	0.70
Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019	05/05/2016	276,078.00	275,000.00	275,332.75	1.324	1.200	08/01/2019	1,035	Moodys-Aa2	596.72	0.39
Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020	05/05/2016	261,869.40	260,000.00	261,209.00	1.676	1.500	08/01/2020	1,401	Moodys-Aa2	714.16	0.36
WALNUT VALLEY CA USD 2 8/1/2018	06/26/2015	507,500.00	500,000.00	508,550.00	2.000	1.502	08/01/2018	670	Moodys-Aa2	1,638.89	0.70
Sub Total / Average		8,092,748.95	8,010,000.00	8,104,657.75	1.728	1.365		712		26,510.08	11.23
US Agency											
FFCB 1.06 11/19/2018-16	05/19/2016	1,000,000.00	1,000,000.00	1,000,000.00	1.060	1.060	11/19/2018	780	Moodys-Aaa	3,857.22	1.40
FFCB 1.18 10/18/2019-16	07/18/2016	999,250.00	1,000,000.00	995,370.00	1.180	1.204	10/18/2019	1,113	Moodys-Aaa	2,360.00	1.40
FFCB 1.3 4/21/2020-16	07/22/2016	998,400.00	1,000,000.00	998,730.00	1.300	1.344	04/21/2020	1,299	Moodys-Aaa	2,491.67	1.40
FHLB 1.15 1/28/2019-16	07/28/2016	1,000,000.00	1,000,000.00	999,680.00	1.150	1.150	01/28/2019	850	Moodys-Aaa	1,980.56	1.40
FHLB 1.375 9/1/2020-16	09/28/2016	549,862.50	550,000.00	548,630.50	1.375	1.381	09/01/2020	1,432	Moodys-Aaa	609.20	0.77
FHLMC 0.625 11/1/2016	10/19/2012	1,997,580.00	2,000,000.00	2,000,480.00	0.625	0.655	11/01/2016	32	Moodys-Aaa	5,173.61	2.80
FHLMC 1.05 4/26/2018-16	04/26/2016	999,750.00	1,000,000.00	1,000,360.00	1.050	1.063	04/26/2018	573	Moodys-Aaa	4,491.67	1.40
FHLMC 1.25 12/28/2018-16	03/28/2016	1,000,000.00	1,000,000.00	1,000,170.00	1.250	1.250	12/28/2018	819	Moodys-Aaa	3,194.44	1.40
FHLMC 1.5 2/25/2021-16	08/25/2016	1,250,000.00	1,250,000.00	1,246,650.00	1.500	1.500	02/25/2021	1,609	Moodys-Aaa	1,822.92	1.75
FHLMC 1.7 4/28/2021-16	04/28/2016	1,000,000.00	1,000,000.00	1,000,110.00	1.700	1.700	04/28/2021	1,671	Moodys-Aaa	7,177.78	1.40
FHLMC 1.75 5/30/2019	12/31/2015	1,007,770.00	1,000,000.00	1,020,880.00	1.750	1.516	05/30/2019	972	Moodys-Aaa	5,833.33	1.40
FHLMC 1.75 8/25/2021-16	08/30/2016	1,000,000.00	1,000,000.00	998,230.00	1.750	1.750	08/25/2021	1,790	Moodys-Aaa	1,458.33	1.40
FNMA 1.06 4/26/2019-17	08/19/2016	999,490.00	1,000,000.00	998,410.00	1.060	1.079	04/26/2019	938	Moodys-Aaa	1,884.44	1.40
FNMA 1.25 11/27/2019-17	08/30/2016	1,250,000.00	1,250,000.00	1,249,312.50	1.250	1.250	11/27/2019	1,153	Moodys-Aaa	1,302.08	1.75
FNMA 1.3 1/28/2020-16	07/28/2016	1,000,000.00	1,000,000.00	999,920.00	1.300	1.300	01/28/2020	1,215	Moodys-Aaa	2,238.89	1.40
FNMA 1.32 8/26/2019-16	02/26/2016	1,000,000.00	1,000,000.00	1,000,330.00	1.320	1.320	08/26/2019	1,060	Moodys-Aaa	1,246.67	1.40
FNMA 1.4 8/24/2020-17	08/24/2016	999,900.00	1,000,000.00	1,000,090.00	1.400	1.402	08/24/2020	1,424	Moodys-Aaa	1,400.00	1.40
FNMA 1.45 1/27/2021-17	07/27/2016	999,100.00	1,000,000.00	997,860.00	1.450	1.471	01/27/2021	1,580	Moodys-Aaa	2,537.50	1.40
FNMA 1.5 11/30/2020	12/31/2015	983,000.00	1,000,000.00	1,013,460.00	1.500	1.863	11/30/2020	1,522	Fitch-AAA	5,000.00	1.40
FNMA 1.5 5/28/2021-17	08/30/2016	1,000,000.00	1,000,000.00	999,650.00	1.500	1.500	05/28/2021	1,701	Moodys-Aaa	1,250.00	1.40
FNMA 1.55 6/15/2020-16	03/15/2016	1,000,000.00	1,000,000.00	1,000,740.00	1.550	1.550	06/15/2020	1,354	Moodys-Aaa	645.83	1.40
FNMA 1.55 7/28/2021-16	07/28/2016	1,000,000.00	1,000,000.00	993,770.00	1.550	1.550	07/28/2021	1,762	Moodys-Aaa	2,669.44	1.40
FNMA 1.625 1/21/2020	06/24/2015	997,400.00	1,000,000.00	1,017,990.00	1.625	1.684	01/21/2020	1,208	Moodys-Aaa	3,114.58	1.40
FNMA 1.875 12/28/2020	12/31/2015	1,000,000.00	1,000,000.00	1,028,080.00	1.875	1.875	12/28/2020	1,550	Moodys-Aaa	4,791.67	1.40
Sub Total / Average		25,031,502.50	25,050,000.00	25,108,903.00	1.348	1.363		1,177		68,531.83	35.13
Total / Average		71,417,641.55	71,303,032.60	71,638,989.85	1.198	1.144		669		177,088.57	100

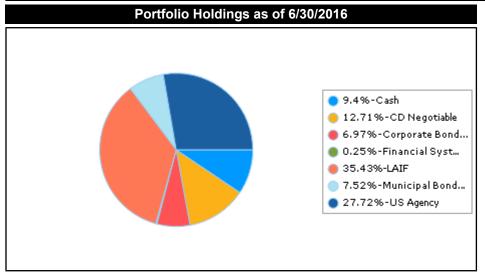


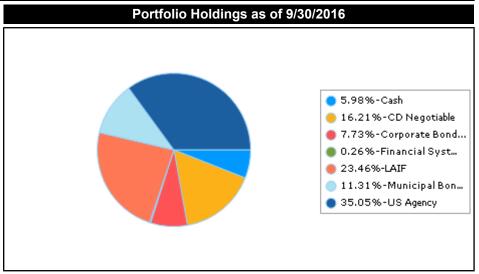
Mono County Distribution by Asset Category - Market Value

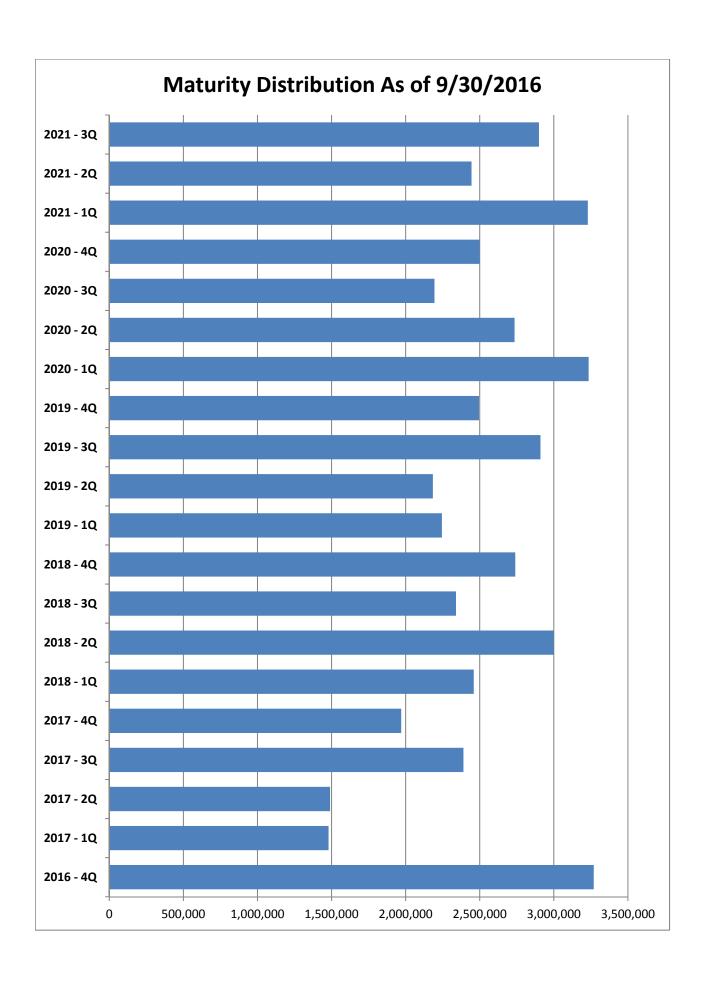
Investment Portfolio

Begin Date: 6/30/2016, End Date: 9/30/2016

	Asset C	ategory Allocation		
Asset Category	Market Value 6/30/2016	% of Portfolio 6/30/2016	Market Value 9/30/2016	% of Portfolio 9/30/2016
Cash	7,500,796.74	9.40	4,281,513.57	5.98
CD Negotiable	10,136,481.00	12.71	11,613,636.50	16.21
Corporate Bonds	5,560,795.00	6.97	5,538,760.00	7.73
Financial System Loan-Mono County	198,013.70	0.25	184,243.83	0.26
LAIF	28,262,603.51	35.43	16,807,275.20	23.46
Municipal Bonds	5,996,900.10	7.52	8,104,657.75	11.31
US Agency	22,112,090.00	27.72	25,108,903.00	35.05
Total / Average	79,767,680.05	100.00	71,638,989.85	100.00

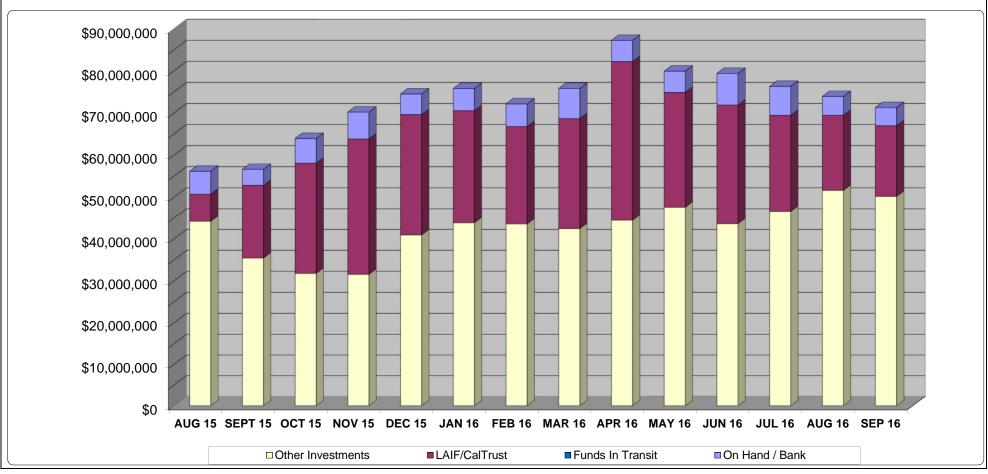




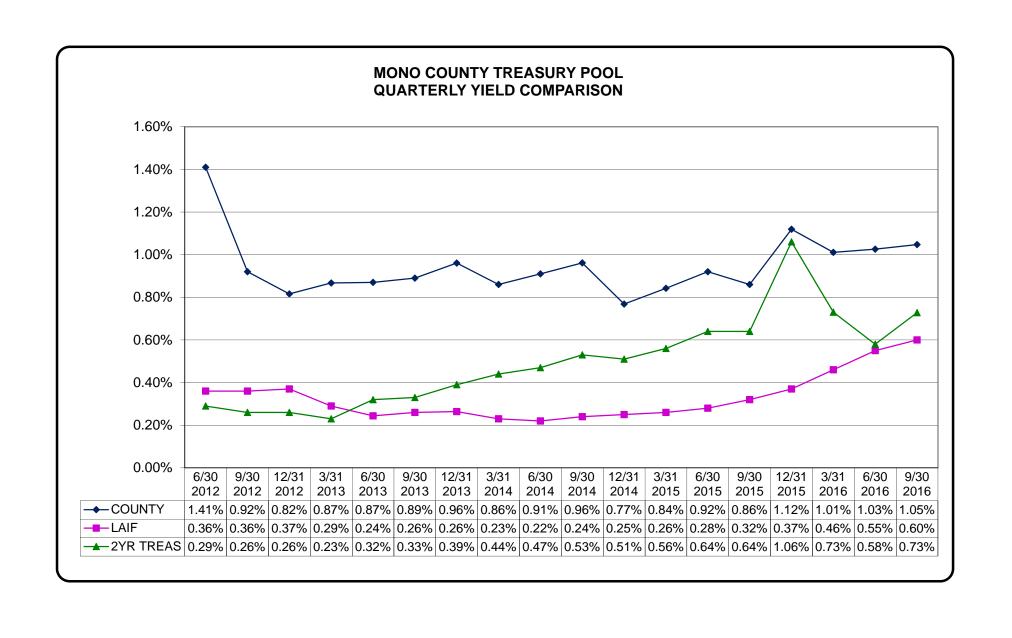


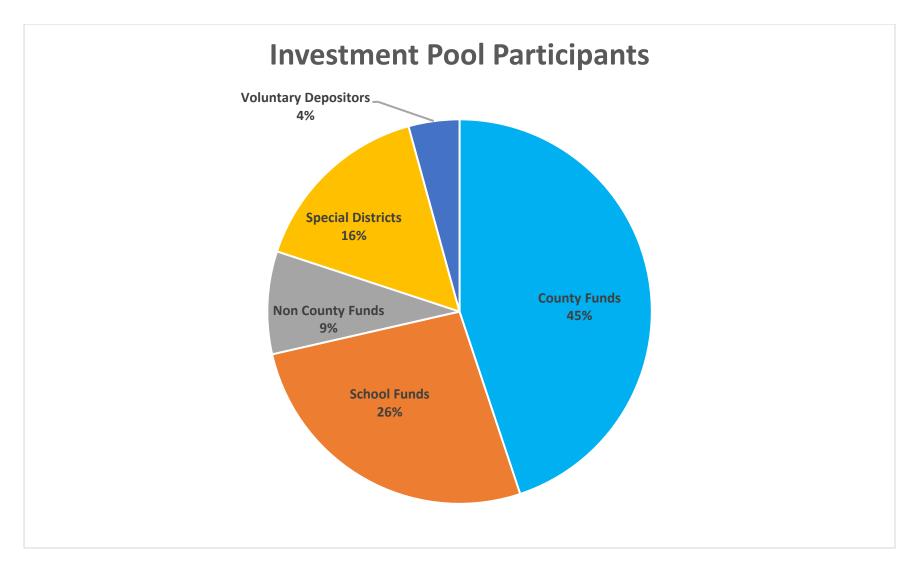
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

_	AUG 15	SEPT 15	OCT 15	NOV 15	DEC 15	JAN 16	FEB 16	MAR 16	APR 16	MAY 16	JUN 16	JUL 16	AUG 16	SEP 16
On Hand / Bank	\$5,438,684	\$3,806,378	\$5,871,008	\$6,384,643	\$4,880,835	\$5,266,681	\$5,380,023	\$7,145,998	\$5,026,692	\$5,045,518	\$7,500,797	\$6,889,192	\$4,479,085	\$4,281,514
Funds In Transit														
LAIF/CalTrust	\$6,544,423	\$17,394,423	\$26,303,579	\$32,303,579	\$28,703,579	\$26,732,825	\$23,232,825	\$26,232,825	\$37,762,604	\$27,262,604	\$28,262,604	\$22,807,275	\$17,807,275	\$16,807,275
Other Investments	\$44,200,000	\$35,450,000	\$31,800,000	\$31,550,000	\$40,950,000	\$43,837,987	\$43,572,987	\$42,470,915	\$44,460,915	\$47,640,915	\$43,643,014	\$46,638,013	\$51,668,014	\$50,214,244
TOTAL	\$56,183,107	\$56,650,801	\$63,974,587	\$70,238,222	\$74,534,414	\$75,837,493	\$72,185,835	\$75,849,738	\$87,250,211	\$79,949,037	\$79,406,414	\$76,334,480	\$73,954,374	\$71,303,033



MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTALS
Calendar Year 2016										\$1,025,000.00	\$2,000,000.00	\$245,000.00	\$3,270,000.00
Calendar Year 2017	\$745,000.00	\$245,000.00	\$490,000.00	\$245,000.00	\$500,000.00	\$745,000.00		\$1,890,000.00	\$500,000.00	\$735,000.00	\$735,000.00	\$500,000.00	\$7,330,000.00
Calendar Year 2018	\$1,480,000.00	\$735,000.00	\$245,000.00	\$2,000,000.00	\$1,000,000.00			\$2,340,000.00			\$1,495,000.00	\$1,245,000.00	\$10,540,000.00
Calendar Year 2019	\$2,000,000.00	\$245,000.00		\$1,000,000.00	\$1,000,000.00	\$184,243.83	\$895,000.00	\$1,525,000.00	\$490,000.00	\$1,000,000.00	\$1,495,000.00		\$9,834,243.83
Calendar Year 2020	\$2,245,000.00		\$990,000.00	\$1,490,000.00	\$245,000.00	\$1,000,000.00		\$1,645,000.00	\$550,000.00		\$1,500,000.00	\$1,000,000.00	\$10,665,000.00
Calendar Year 2021	\$1,490,000.00	\$1,740,000.00		\$1,245,000.00	\$1,200,000.00		\$1,000,000.00	\$1,900,000.00					\$8,575,000.00
TOTAL											-		\$50,214,243.83





The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.



REGULAR AGENDA REQUEST

Print

MEETING DATE Departments: CA	November 8, 2016							
TIME REQUIRED SUBJECT	Agricultural Commissioner's Monthly Update	PERSONS APPEARING BEFORE THE BOARD						
	AGENDA D	ESCRIPTION:						
(A	brief general description of what the Be	oard will hear, discuss, consider, or act upon)						
Agriculture Commissi	oner's Report for November 2016							

RECOMMENDI	ED ACTION:							
FISCAL IMPAC	T:							
CONTACT NAM	↑E: Leslie Chapman							
PHONE/EMAIL	. 7609325414 / lchapman@mono.ca.g	ov						
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								
MINUTE ORDE	R REQUESTED:							
ATTACHMENT	· ·							

History

Click to download

Ag Report for November 2016

Time Who Approval

11/3/2016 6:22 AM	County Administrative Office	Yes
11/3/2016 9:03 AM	County Counsel	Yes
11/2/2016 6:20 AM	Finance	Yes





Monthly Update

Counties of Inyo and Mono Agricultural Commissioner's Office November 2016

Agriculture

This month will mark the beginning of coordination between the Agriculture Department and Ag impact Associates, LLC, to assemble an economic study outlining the Agriculture industry's contributions to our local economy. Data derived from this study should help to better define the total economic contributions of this industry by examining multiplier effects as well as how our regional agricultural producers interact. Also included in this study will be recommendations on what data is lacking to further explore, and what opportunities exist in our region to add value to and to diversify the industry we have.

On September 30th the California Department of Pesticide Regulation (DPR) released draft regulations on agricultural pesticide applications near schools. The press release can be found **here**. The comment period, originally slated to end on November 17 has been extended to December 9. Final regulations are scheduled to go in effect by 2018 and will consider only agricultural applications made near public schools and daycare facilities (including home daycare facilities). Private schools and family home daycare facilities wil not be affected. As currently written, "near" a school means within 1/4 mile, but this could change in final regulations

Inyo and Mono Counties Agricultural Commissioner Nate Reade was selected to join the California Agricultural Commissioners and Sealer's Association's Washington DC delegation this coming February as the representative of the Southern California area group.

Weights and Measures

Staff from the California Department of Measurement Standards (DMS) spent two weeks in Staff from the mosquito program have shifted Inyo and Mono Counties during October conducting training with county staff. The training targets LPG dispensing equipment such as stationary meters (such as those where you might fill a BBQ propane tank) and delivery truck meters. This complex testing takes long hours of training to grasp, and we appreciate DMS allocating such extensive staff time in our two counties.

In the past, state inspectors were conducting these inspections at a cost of \$10,000 annually. These inspection trips lasted only one week per year, which resulted in only 1/3 of meters being tested. It is hoped that with our new training and equipment, all Invo and Mono County LPG meters will now be tested annually instead of every three years. This will benefit both consumers as well as our local suppliers by ensuring that meters are accurate.

We will also begin sending out annual device registration billing soon. Registration payments from businesses are meant to partially recover costs of inspection.



Owens Valley Mosquito Abatement Program

gears from killing mosquitos to preparing for next year's activities. Off-season work includes winterizing, inspection maintenance and repair of equipment. Staff also assess inventories of parts, personal protective equipment, and pesticides to determine what is needed for the following year.



This winter, staff are also building mosquito traps to both replace aged traps as well as to increase total trap numbers to enhance next year's trapping coverage. Building the traps allows OVMAP to add increased functionality to our traps over commercial versions. This functionality is added by including a second lure to the traps that is aimed at attracting exotic mosquitos such as those that carry Zika. This allows OVMAP to use one trap where two would normally be required. Building traps in-house also saves about \$300 per trap; OVMAP is building about 20 traps total.



Eastern Sierra Weed Management Area

Pepperweed control along the Owens river ended this month as our seasonal field assistants wrapped up another busy season. Staff traveled to Tecopa late in October and treated the southernmost invasive plant site, a population of Camelthorn that has been in slow decline for over 15 years. This site, originally 2 acres, is now so small it is measured by plant numbers. Once thought to be a serious threat to desert counties, <u>Camelthorn</u> only exists at two very small locations within Invo and Mono Counties.

The 25th California invasive Plant Council Symposium will be held this November 2-5 in Yosemite. The meeting agenda is packed with great speakers discussing a variety of invasive plant topics. There will also be demonstrations, such as how weed-free forage is inspected, on the first day of the symposium. ESWMA staff will be in attendance at this event, learning the latest information and research regarding rangeland (and other) weed control.

Important Dates:

November 2-4

California Invasive Plant Council Meeting

November 8

Election Day

November 9

Agriculture Department Staff Meeting

November 11

Veteran's Day—Office Closed

November 17

Southern California Agricultural Commissioners and Sealers **Association Conference Call**

November 24-25

Thanksgiving Day—Office Closed



REGULAR AGENDA REQUEST

____ Print

MEETING DATE November 8, 2016

Departments: CAO

TIME REQUIRED 45 minutes (15 minute presentation; PERSONS

30 minute discussion) APPEARING

SUBJECT 7th and 8th Grade Project Proposal BEFORE THE

BOARD

Brianna Brown and Students

AGENDA DESCRIPTION:

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

Visitor Center Service Learning Project for Bridgeport Elementary School 7th/8th Grade Class

RECOMMENDED ACTION:

1. Receive presentation by Brianna Brown and her 7th and 8th grade students on project ideas and support needed to begin the work on the Bridgeport Visitor Center. 2. Consider supporting and provide direction to staff for help with updating and maintaining Bridgeport Visitor Center.

FISCAL IMPACT:

If projects are approved, staff time and some materials will be required.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 7609325414 / lchapman@mono.ca.gov

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

32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

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ATTACHMENTS:

Click to download	
□ Staff Report	
D Presentation	

Time	Who	Approval
11/3/2016 6:21 AM	County Administrative Office	Yes
11/3/2016 9:02 AM	County Counsel	Yes
11/2/2016 4:54 PM	Finance	Yes

Bridgeport Elementary School PO Box 577 Bridgeport, CA 93517 (760) 932-7441



To: Honorable Board of Supervisors

From: Brianna Brown, 7th/8th Grade Teacher – Bridgeport Elementary School

Date: October 13, 2016

Subject

Visitor Center Service Learning Project for BES 7th/8th Grade Class

Recommendation

- 1. Receive presentation by Brianna Brown and her 7th and 8th grade students on project ideas and support needed to begin the work on the Bridgeport Visitor Center.
- 2. Consider supporting and provide direction to staff for help with updating and maintaining Bridgeport Visitor Center.

Discussion

The Bridgeport Elementary School 7th/8th grade class would like to work on the Bridgeport Visitor Center as their Service Learning Project. Service learning is a teaching and learning strategy that integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility, and strengthen communities. (definition by Fayetteville State University).

The students feel that the visitor center is an essential need for tourism in our community. We have the support of the Bridgeport Chamber of Commerce and have been working closely with them on all ideas and concepts. The students are looking to get support from many agencies and businesses in our community to help develop our visitor center to become a major resource for local information and activities in our area.

We are here to present to the board a list of our ideas and activities that we are planning on completing for the visitor center. We feel that this will start as a 7th/8th grade project but will expand to all grades at Bridgeport Elementary School.

Bridgeport Visitor Center

By: Bridgeport Elementary 7th/8th Grade Class

What is Service Learning?

- **Service learning** is a teaching and **learning** strategy that integrates meaningful community **service** with instruction and reflection to enrich the **learning** experience, teach civic responsibility, and strengthen communities (Learn and Serve America National **Service Learning** Clearing house).



















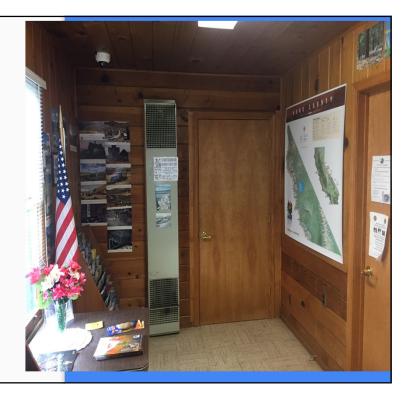






Our Plans

- Remove all tacked photos from wall
- Remove signs from door
- laminate local community event posters



What we want to do

- New updated framed photos
- Rearrange layout to be more inviting
- New Modern television
- Remove unnecessary furniture
- Organize brochure displays
- Increase local information guides and pamphlets (possible multi-language)

What we want to do

- Work with local businesses to create information documents for all businesses
- Create walking tours/history tour/scavenger hunt
- Update signage (large outside sign)
- Create Earthcache at visitor center
- Advertise outdoor activities available (geocaching, pokemon-go)

County Support Requested (at this time)

- Paint outside of building
- Maintain outside of building
- Maintain inside of building
 - Clean (schedule)
 - Dump trash
 - Open/Close building
- Wifi in building

Our ideas

Possible New Signage Placement and Location



Interior Display Ideas

- Brochures
- Lights (new ideas of placement and type)
- Wall pictures (framed and up to date)
- Window coverings (different styles that allow more light)



Exterior Color Ideas

- Sage, white and beige trim with red accents



Exterior Color Ideas

- Dark Beige
- White trim
- Red accen



Who are we going to work with?

- Bridgeport Chamber of Commerce
- Mono County Board of Supervisors
- Mono County
- US Forest Service
- Mono County Tourism
- Bridgeport RPAC

- Other visitor centers
- Bridgeport CSA
- Bureau of Land Management
- Bodie Foundation
- California Park Service
- Bridgeport Indian Colony
- Mono County Historical Society
- Bodie Hills Conservation Partnership
- Mono County Economic

Any Questions?



REGULAR AGENDA REQUEST

Print

MEETING DATE November 8, 2016

Departments: Public Works - Road

TIME REQUIRED 30 minutes (10 minute presentation; PERSONS Jeff Walters

20 minute discussion)

Review of Snow Removal Policies, BEFORE THE

Procedures and Priorities BOARD

AGENDA DESCRIPTION:

APPEARING

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

Each year the Roads Division of Public Works provides the Board of Supervisors a list of the snow removal policies, procedures and priorities for county-maintained roads.

RECOMMENDED ACTION:

1. Receive a staff report regarding current snow removal policies, procedures, and priorities. 2. Provide direction to staff regarding modification to current snow removal policies, procedures and priorities. 3. Consider and potentially adopt Resolution No. R16-__, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures and Priorities for County-Maintained Roads." 4. Provide any desired direction to staff.

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None.

SUBJECT

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

Snow Removal Policies, Procedures and Priorities

△ Attchment 1 - RESO 11.08.16

Exhibit A - SR Policies

Exhibit B - Snow Removal Map

History

Time	Who	Approval
11/3/2016 6:09 AM	County Administrative Office	Yes
10/29/2016 5:10 PM	County Counsel	Yes
11/1/2016 6:14 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: November 8, 2015

To: Honorable Chair and Members of the Board of Supervisors

From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services

Re: Review of Snow Removal Priorities

Recommended Action:

1. Receive staff report regarding current snow removal priorities.

- 2. Provide direction to staff regarding modifications to current snow removal priorities.
- 3. Consider and potentially adopt Resolution No. R16-___, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads."
- 4. Provide any desired direction to staff.

Fiscal Impact:

None.

Discussion:

In past years, the Board of Supervisors considered and approved policies, procedures, and priorities for the Department of Public Works' snow removal operations. These were incorporated into a document adopted by the County through Board resolutions. In addition, snow removal priorities for individual County-maintained streets are delineated on a map maintained by Public Works and referenced in the resolution.

The resolution calls for an annual review of the program, which gives the Board an opportunity to add or delete streets, change priorities or procedures, and make any other changes it desires.

Public Works has confirmed with the Eastern Sierra Unified School District that they do not require any changes to their regular bus routes for this season. Public Works does have one change to recommend to the policies, procedures, and priorities for the 2016-17 winter. This year, the addition of the White Mountain Estates subdivision as a Zone of Benefit adds to the total miles of snow removal.

A copy of the draft Board resolution, which includes and references the Snow Removal Policies, Procedures, and Priorities as Exhibit A, is enclosed as Attachment 1 to this staff report. A reduced copy of the Draft Snow Removal Priority Map is included as Exhibit B to

the resolution; full-size copies of the map and individual Road Area maps will be available at the meeting for Board reference.

If you have any questions regarding this item, please contact me at 760.932.5459. I may also be contacted by email at jwalters@mono.ca.gov.

Respectfully submitted,

Jeff Walters

Public Works Director / Director of Road Operations and Fleet Services

Attachment: Attachment 1 – Draft Resolution (with Exhibit A)

Exhibit B – Snow Removal Priority Map



RESOLUTION NO. R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS RE-ESTABLISHING SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES FOR COUNTY-MAINTAINED ROADS

WHEREAS, the Mono County Board of Supervisors recognizes and confirms that snow removal activities are a critical and essential element of the County Road System; and,

WHEREAS, the Mono County Department of Public Works has been delegated the responsibility of administering a safe and expeditious snow removal program for County-maintained roads; and,

WHEREAS, to effectuate such a program, the Board of Supervisors and the Department of Public Works find it necessary to develop snow removal policies, procedures, and priorities; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves and adopts the "Mono County Snow Removal Policies, Procedures, and Priorities" for 2017 as specified in the attached Exhibit A and the "Snow Removal Priority Map," attached hereto as Exhibit B.

BE IT FURTHER RESOLVED that the Board of Supervisors shall, at a minimum, review said program and map annually and make such modifications as they may deem appropriate.

APPROVED AND ADOPTED this 8th day of November, 2016, by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT:

ABSTAIN:

Fred Stump, Chairman Mono County Board of Supervisors

1	ATTEST:	Approved as to Form:
2		
3	Clerk of the Board	County Counsel
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EXHIBIT A

MONO COUNTY SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES

It is the desire and intention of Mono County to provide snow removal services on paved and gravel roads within the county and to provide access to year-round residences and businesses for emergency vehicles and the public. The amount of safety and convenience to motorists in the winter varies with a number of factors such as weather conditions, the amount of snowfall, and the availability of equipment and manpower. In recognition of the County's limited resources, residents may find that at times of heavy snowfall, wind drift, or avalanche, some roads may be impassable. For the purposes of this document, the County's maintained roads have been separated into five classifications reflecting their priority status for receiving snow removal resources and effort, based on amount of traffic, type of traffic, remoteness of location, elevation, and avalanche conditions. It is not the intention of this policy to create or impose any new mandatory duties upon the County or its staff.

It is within the authority of each Road District Supervisor to maintain the roads in their districts in a reasonably safe condition according to the County's standards. As such, hazardous conditions and public complaints will normally be addressed at this level. Where situations cannot be resolved at this level or assistance is needed, the next step would be to contact the Road Operations Supervisor, followed by the Director of Road Operations/Fleet Services and then the Public Works Director.

SNOW REMOVAL PRIORITIES

The following section describes the County's adopted classification system for snow removal priorities on County-maintained roads. For snow removal class designations for individual County-maintained roads, refer to the most recent "Mono County Maintained Mileage" table and/or "Snow Removal Priority Map," both of which are on file at the Department of Public Works.

Class I

Class I roads are paved roads that are school bus routes and major collectors, which provide the main access for communities to the State Highway System, and County roads that serve as access to fire stations, paramedics, and the Mono County Sheriff's office. These roads will generally receive snow removal resources first and more frequently than subordinate road classifications, and it is the Department of Public Works' goal to keep them open continuously. While roads in this classification may close temporarily for public safety reasons, they will typically be the first to be re-opened. Safety devices, such as cinders and reflective tape on snow poles, may be used more extensively on these roads than for other road classifications.

Class II

Class II roads are primarily paved minor collector roads, which service communities and government offices, but carry less traffic than Class I roads and are not part of school bus routes. These are the second priority to receive snow removal resources. Snow removal

efforts and application of cinders are similar to that of Class I roads, but with less frequency of resources and safety devices.

Class III

Class III roads are residential streets, cul-de-sacs, and other paved and gravel community roads. As the third priority designation, these roads generally receive snow removal as soon as all of the Class I and Class II roads have been opened and cleared. Cinders are typically used only in hazardous situations or locations, as determined by the Road District Supervisor, such as on steep grades and at intersections. Snow accumulations of less than three inches may not be plowed except during normal working hours.

Class IV

Class IV roads are other paved and gravel roads that are forest roads, remote roads serving single residences, or high mountain roads with severe snow accumulations and avalanche potential. These roads generally receive snow removal only after all of the above classes of roads are plowed and cleared, typically after the storms have passed. Snow will be removed during daylight hours only (if at all), and overtime hours are typically not authorized. These roads are subject to temporary closure or seasonal closure at the discretion of the Director of Road Operations/Fleet Services or the Public Works Director, which may be the result of a series of heavy storms or presence of an avalanche hazard. Snow accumulations of six inches or less may not be plowed except during normal working hours. Cinders may be used only in hazardous situations or locations at the Road District Supervisor's discretion.

Class V

Class V roads are primarily other forest roads that are closed during the winter months. These roads receive no snow removal resources or are only opened in the spring after a substantial amount of snowpack has melted.

SNOW REMOVAL PROCEDURES

The following section describes procedures and practices for snow removal operations on County-maintained roads.

Plowing

Plowing usually begins when it appears that snowfall amounts are accumulating to the extent that use of the roads is being adversely affected and dangerous conditions may exist. A small amount of snow, such as 1-2 inches, may not warrant plowing other than during normal work hours. Road District Supervisors may monitor the amount of snowfall accumulations on roads within their jurisdictions. Snow depths of three inches or more may trigger the initiation of snow removal activities. Where existing or anticipated snowfall or high winds begin prior to 7:30 am, snow removal operations may start at or prior to 4:30 am. Starting at 4:30 am may also be required where clean-up operations have not yet been completed from a prior storm. Should questions occur, the Road District Supervisors will coordinate their snow removal operations with the Road Operations Supervisor.

When conditions require continuous plowing to keep roads open, 16-hour shifts are considered the maximum for any operator. To reduce stress and fatigue during these types of extended work shifts, a 30-minute dinner break may be implemented along with normal lunch and coffee breaks.

At the direction of the Road Operations Supervisor, Director of Road Operations/Fleet Services, or Public Works Director, deployment of personnel to districts other than their permanent work station may be necessary to provide assistance with snow removal operations where it is most needed (as determined by the County at its discretion), during extreme conditions, or when a shortage of personnel exists. Travel to and from an area other than the operator's normal reporting district is considered hours worked, and a County vehicle will be supplied. In some circumstances, a motel room and meals may be furnished.

Cinders

The purpose for placing cinders on County-maintained roads is to provide a possible additional measure of safety during very icy and/or slippery conditions, as opposed to providing convenience for motorists. Motorists should not be encouraged to rely on cinders on all roads, especially when conditions warrant the use of tire chains and/or snow tires.

The following are some examples of situations or locations where cinders should be used, which are done at the County's discretion:

- Steep hills, curves, or intersections with hard-packed snow or ice when cars can negotiate other areas without chains.
- Roads that are bare for the most part but have patches of snow or ice that may not be expected by motorists.
- Isolated patches of snow or ice that could melt faster with the application of cinders.

Most of these situations would occur after snow storms have passed and snow removal has been completed. Normally, the application of cinders should not be necessary during storms when roads are covered with fresh snow and driving conditions are more uniform and obvious to motorists, and when the use of tire chains is expected.

Snow Stakes

Snow stakes of various colors may be placed along road shoulders to provide visible guides for operators of snow removal equipment. Although they provide some delineation for motorists, the stakes are not intended to be used as traffic delineators.

Steel "U" channel posts are typically used for snow stakes. On certain residential streets, "L"-type guide posts and fiberglass whips may be used. The length of snow stakes may vary from 6 feet to 10 feet. Snow stakes are "generally" placed 2 to 4 feet from edge of pavement unless staff, at its discretion, determines that they should be a different distance. This includes locations along the road, road shoulder or directly behind curbs best determined by the Road staff. Snow poles are normally placed at intersections and at a distance of 100 feet to 250 feet apart. Snow poles may be painted yellow, safety orange or another color.

Reflective Tape

Snow poles (for Class I and Class II roads): on the side of the pole facing traffic, a 3" x 3" strip of colored reflective tape (typically blue or white) is to be placed five feet above the pavement and at the top of the post. On the side facing away from traffic, one strip is to be placed at the top of the post.

Fiberglass whips: on each whip, a 6" strip of colored reflective tape (typically blue or white) is to be wrapped around the top of the whip.

Warning Signs

The intention and purpose of warning signs is to advise motorists of unexpected conditions, when the County determines at its discretion to provide such warnings. In the winter these conditions would normally be ice and, on occasion, suspended snow removal operations.

To warn motorists of icy conditions, permanent signs reading "ROAD MAY BE ICY" may be placed on roads where slippery conditions may not be anticipated at all times. These signs should be placed (if at all) at each end of the road and at critical intermediate locations along the way. Signs should be placed 8 to 12 feet from edge of pavement. Portable temporary signs reading "ICY" may also be utilized, at the County's discretion, where an isolated extreme icy condition exists that is not addressed by permanent signs.

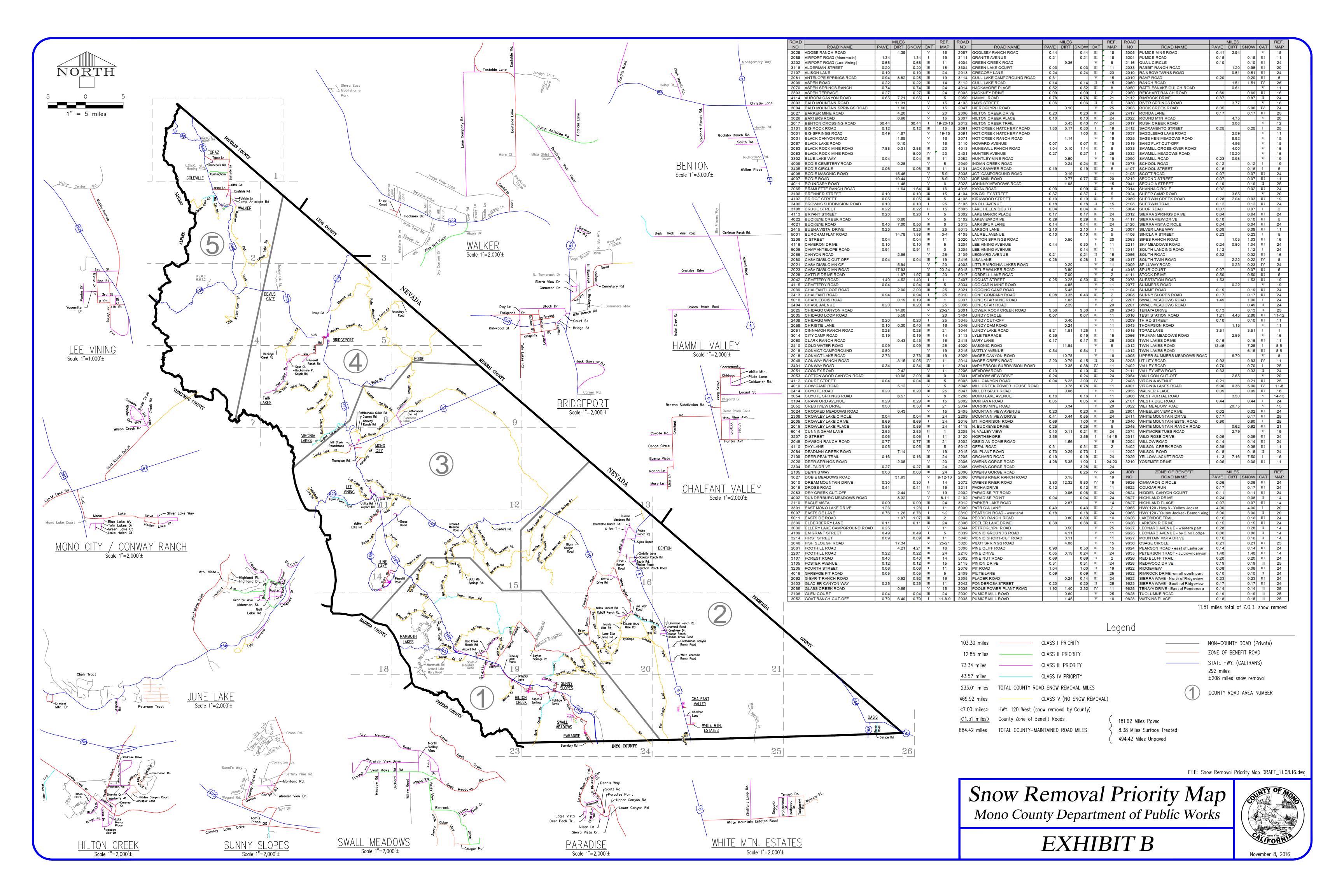
Permanent turn-able or temporary portable signs reading "SNOW REMOVAL SUSPENDED" may be used, at the County's discretion, at locations where plowing activities have been ceased due to the posting of severe avalanche danger advisory by the Sheriff's Department or the presence of other conditions where public and operator safety warrants the suspension of snow removal operations.

Permanent signs reading "SNOW NOT REMOVED BEYOND THIS POINT" may be used, at the County's discretion, where only a portion of the road is plowed. These signs *should* be placed 8 to 12 feet from the edge of pavement, adjacent to the end of the plowed section of roadway.

Permanent turn-able or temporary portable signs reading "ROAD CLOSED" may be used, at the County's discretion, when snow, avalanche, wind, or flooding conditions warrant the closure of a road or portion thereof, for the safety of the public or County employees.

Emergency Road Closures

In emergency situations, the Director of Road Operations/Fleet Services, Public Works Director, and/or the Mono County Sheriff may find it necessary to close County-maintained roads. As soon as reasonably practicable following a determination by the Director of Road Operations/Fleet Services or Public Works Director that a road or roads warrant closure, notification of the road closure may be given to the Mono County Sheriff and to the California Highway Patrol.





REGULAR AGENDA REQUEST

____ Print

Departments: CAO, Finance, Human Resources

TIME REQUIRED 10 minutes (5 minute presentation; 5 **PERSONS** Leslie Chapman

minute discussion) APPEARING

SUBJECT Ordinance Providing for Biweekly Pay BEFORE THE

ods BOARD

AGENDA DESCRIPTION:

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

Proposed ordinance providing for biweekly (every two weeks) pay periods.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

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

32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINI IT	LE UDU	ED DEA	UESTED:
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☐ YES 🔽 NO

ATTACHMENTS:

Click to download	
□ Staff Report	
D Ordinance	

History

Time Who Approval

11/3/2016 6:25 AM	County Administrative Office	Yes
11/3/2016 9:06 AM	County Counsel	Yes
11/2/2016 10:22 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman County Administrative Officer

To: Board of Supervisors

From: Leslie Chapman

Date: November 8, 2016

Re: Ordinance authorizing biweekly pay periods

Recommended Action

Introduce, read title, and waive further reading of proposed ordinance providing for biweekly pay periods for employees and officers of the County.

Discussion

The Board of Supervisors of a County may authorize biweekly pay periods by ordinance. County representatives have met, conferred, and reached mutually-acceptable agreements with each of the County's employee bargaining units regarding the implementation of a biweekly payroll system. This ordinance is one of the several approvals required to implement the new system. Other approvals (a resolution amending the Personnel Rules and a Resolution amending the MOU between the County and the Deputy Sheriff's Association) will be presented for your Board's consideration prior to implementation of the new system.

Fiscal Impact

Minimal impact from changing to biweekly pay period.



ORD16-

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS PROVIDING FOR BIWEEKLY PAY PERIODS

WHEREAS, the County of Mono currently pays its employees one time per month (i.e., monthly pay periods); and

WHEREAS, the County desires to change from a monthly pay period to a biweekly pay period (i.e., fourteen days); and

WHEREAS, representatives of the County and each of its employee bargaining units met, conferred, and reached mutually-acceptable terms for implementation of a biweekly pay period;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: Commencing on January 1, 2017, a biweekly pay period is hereby authorized for Mono County employees and officials.

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 it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this by the following vote, to wit:	day of	, 2016,
AYES: NOES: ABSENT: ABSTAIN:		
	Fred Stump, Chair Mono County Board of	Supervisors
ATTEST:	APPROVED AS TO FO	ORM:
Clerk of the Board	County Counsel	



REGULAR AGENDA REQUEST

■ Print

MEETING DATE November 8, 2016

Departments: Community Development Department

TIME REQUIRED 15 minutes (5 minute presentation; **PERSONS** Scott Burns

10 minute discussion)

BEFORE THE SUBJECT Contract with Bauer Planning & **BOARD**

Environmental Services for the

Provision of Consulting Services

AGENDA DESCRIPTION:

APPEARING

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

Proposed contract with Bauer Planning & Environmental Services pertaining to the Tioga Inn Specific Plan Update and Subsequent Environmental Impact Report.

RECOMMENDED ACTION:

Approve County entry into proposed contract for a not-to-exceed amount of \$106,850 and authorize Scott Burns, CDD Director, to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

No impact to the General Fund; costs are paid by the applicant.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

32 DAYS PRECEDING THE BOARD MEETING

MINUTE ORDER	REQU	JESTED:
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▼ YES □ NO

ATTACHMENTS:

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<u>staff report</u>

Contract

History

Time	Who	Approval
11/3/2016 6:32 AM	County Administrative Office	Yes
11/3/2016 9:22 AM	County Counsel	Yes
11/3/2016 7:11 AM	Finance	Yes

Mono County Community Development Department

PO Box 347 Mammoth Lakes, CA 93546 760.924.1800, fax 924.1801 commdev@mono.ca.gov PO Box 8 Bridgeport, CA 93517 760.932.5420, fax 932.5431 www.monocounty.ca.gov

November 1, 2016

To: Mono County Board of Supervisors

From: Gerry LeFrancois, Principal Planner

Wendy Sugimura, Analyst

Re: Contract with Bauer Planning & Environmental Services for the Tioga Inn Specific Plan Update and

Subsequent Environmental Impact Report (EIR)

Action Requested

Approve County entry into proposed contract for a not-to-exceed amount of \$106,850 and authorize Scott Burns, CDD Director, to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact

No impact to the General Fund; costs are paid by the applicant.

Discussion

The project is located at 22 Vista Point Road, close to the intersection of State Route 120 (SR 120) and US Highway 395 (US 395), and about one-half mile south of Lee Vining. The project area encompasses 4 parcels totaling 67.8 acres of land within an overall ownership area of roughly 74 acres. SR 120 provides access to the project site and also provides the only eastern access into Yosemite National Park. The property is surrounded on the north, east and west by land owned by the Los Angeles Department of Water and Power (LADWP); adjoining acreage to the west is owned by Southern California Edison (SCE). The LADWP and SCE parcels are largely undeveloped but include a smattering of industrial uses, roads and utility improvements.

The project encompasses multiple elements, many of which were analyzed in the 1993 environmental and planning documents. The original concept was to provide a full range of services and facilities for tourists (to Yosemite National Park, the Mono National Scenic Recreation Area, and the eastern Sierra Nevada generally), as well as meeting facilities, jobs and employee housing opportunities for area residents.

The current proposal embodies goals and concepts developed in 1993 with added refinements, including the addition of up to 80 new workforce bedrooms, 100 seats to the full-service restaurant, a third story to the hotel to reduce its footprint while retaining the full 120 guest rooms, and a third gas pump island and overhead canopy. The proposal includes substantial additional parking to accommodate onsite guests (deli, hotel, restaurant and events) as well as a park-and-ride facility for Lee Vining residents and bus parking for Yosemite transit vehicles. The existing onsite septic system would be replaced by an onsite wastewater treatment plant to treat wastes before discharge to a designated leach field.

Potential environmental effects include: water supply, waste treatment, biological resources, traffic, aesthetics, air quality & greenhouse gases, cultural resources, public safety, solid waste, fire safety, and possible cumulative effects.

Attachments:

1. Agreement between the County of Mono and Bauer Planning & Environmental Services for the provision of consulting services.

AGREEMENT BETWEEN THE COUNTY OF MONO AND BAUER PLANNING & ENVIRONMENTAL SERVICES FOR THE PROVISION OF SERVICES FOR THE TIOGA INN SPECIFIC PLAN UPDATE AND ASSOCIATED ENVIRONMENTAL ANALYSIS

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County"), has the need for the planning and environmental consulting services of Bauer Planning & Environmental Services of Mammoth Lakes and Santa Ana, CA, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Further, upon approval of this Agreement, Scope of Work Letter #1 issued under that agreement between County and Contractor identified as agreement #17-000055, shall be terminated and of no further force and effect. Payment for any work or services performed under that Scope of Work Letter prior to November 1, 2016 shall be paid pursuant to agreement #17-000055, but any remaining tasks are included in Attachment A and shall be performed (and billed) pursuant hereto.

Requests by the County to the Contractor to perform under this Agreement will be made by the Director of Community Development, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided at the County's request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

This Agreement is subject to the following Exhibits (if any, and as noted with a checkmark) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

Exhibit 2: Prevailing Wages Exhibit 3: Bond Requirements	
<u> </u>	
Exhibit 4 : Invoicing, Payment, and Retention	
Exhibit 5 : Trenching Requirements	
Exhibit 6 : FHWA Requirements	
Exhibit 7 : CDBG Requirements	
Exhibit 8 : HIPAA Business Associate Agreeme	nt
Exhibit 9: Other	

2. TERM

The term of this Agreement shall be from November 8, 2016, through June 30, 2018 unless either party gives written notice of non-renewal to the other party prior to June 30 of the then-current term, or unless sooner terminated as provided below.

3. CONSIDERATION

- A. <u>Compensation</u>. The County shall pay Contractor in accordance with the "Schedule of Fees" (set forth in Attachment A), for the services and work described in Attachment A that are performed by Contractor at County's request.
- B. <u>Travel and Per Diem</u>. Except as otherwise set forth in Attachment A, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.
- C. <u>No Additional Consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. <u>Limit Upon Amount Payable Under Agreement</u>. The total sum of payments for services and work performed both under this Agreement and Scope of Work Letter #1 issued under contract 17-000055 shall not exceed \$106,850. In other words, the total amount paid by County to Contractor for services and work performed under this Agreement shall not exceed \$106,850, minus any amount paid under Scope of Work Letter #1 of contract #17-000055 (the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.
- E. <u>Billing and Payment</u>. Contractor shall submit to the County, on a monthly basis, or a completed task-basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.
- (2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand five hundred dollars (\$1,500.00).

- (3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, the services and work identified in Attachment A that are requested by the County. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, County, or municipal governments for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

- A. <u>Personal Property of the County.</u> Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.
- B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of,

Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

The Contractor has no employees. Federal and California labor law do not require workers compensation for owners with no employees (optional). The Contractor is thereby not required to provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for Services detailed in Attachment A.

9. INSURANCE

- A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:
 - General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000.000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
 - Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$300,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
 - Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/\$1,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage if cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
 - Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/\$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

- B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County. If this Agreement contains an automatic annual renewal provision, then the Contractor shall provide County with an updated certificate of insurance and additional insured endorsement meeting the above requirements and applicable to the renewal term, by no later than June 30 of the then-current term, or this Agreement will automatically terminate and shall not renew for the subsequent term.
- C. <u>Deductible, Self-Insured Retentions, and Excess Coverage</u>. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

12. RECORDS AND AUDIT

- A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.
- B. <u>Inspections and Audits</u>. Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NON-DISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sexual orientation, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. TERMINATION

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict of interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

23. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

24. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same

formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

25. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail or email (if provided below), to the respective parties as follows:

County of Mono:

Scott Burns Community Development Director PO Box 347 Mammoth Lakes, CA 93546 sburns@mono.ca.gov

Contractor:

Sandra Bauer Bauer Planning & Environmental Services PO Box 9222 Mammoth Lakes, CA 93546 sandra@bpes.com

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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

COUNT	ΓΥ OF MONO:		CONTR	CONTRACTOR:		
By:	_		By:			
Name:	Leslie Chapman		Name:	Sandra Bauer		
Title:	County Administrative Officer		Title:	Principal		
Date:			Firm:	Bauer Planning & Environmental Services		
			Date:			
			Tax ID:			
APPRO	VED AS TO FORM:					
	Counsel	Date				
APPRO	VED BY RISK MANAGEMENT	` :				

Date

Risk Management

ATTACHMENT A

SCOPE OF WORK WORK SCHEDULE SCHEULE OF FEES

AGREEMENT BETWEEN THE COUNTY OF MONO AND BAUER PLANNING & ENVIRONMENTAL SERVICES FOR THE PROVISION OF PLANNING AND ENVIRONMENTAL SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: November 8, 2016 **TO:** June 30, 2018

See the Scope of Work, Work Schedule and Schedule of Fees which is attached hereto and incorporated by this reference.

TIOGA INN SPECIFIC PLAN AND SUBSEQUENT ENVIRONMENTAL IMPACT REPORT

SCOPE OF WORK

The following work program describes the approach and methodology to be used in preparing the Updated Specific Plan and Subsequent EIR for the Tioga Inn project. The work program is organized into five major tasks:

<u>Task A: Project Definition and Organization:</u> The scope of work is refined during project definition. Tasks undertaken at this stage ensure that project analyses will be thorough and the team well-organized. Major elements include:

- Preparation of an updated Notice of EIR Preparation (NOP) and Scoping Meeting: The updated NOP will advise the public and responsible agencies that a Subsequent EIR will be prepared to analyze changes in the Tioga Inn Specific Plan project since the 1993 project approval and Final EIR certification. The NOP will seek input regarding the issues of concern, the scope and focus of studies to be conducted for the environmental assessment, and any relevant criteria and/or performance standards that may be applied. The NOP will be distributed for a mandatory 30-day public and agency review and comment period. During the NOP review, a Scoping Meeting will be held in the Lee Vining Community to seek additional input and further refine the Specific Plan and Subsequent EIR scope of analysis.
- Identification and consolidation of relevant background materials and reference documents: Relevant materials will be provided to the project team including Giroux & Associates (air quality and noise), Traffic Safety Engineers (traffic and circulation), Mary Farrell of Trans Sierran Archaeological Research (cultural analyses and tribal consultation), and James Paulus (wildlife, plants and habitat analyses). Don Bauer (of BPES) will prepare the visual simulations and will also assist in identification of alternatives if and as needed to reduce or avoid significant environmental effects. Other studies (including engineering work for the water and sanitation systems) will be prepared under contract to the County and incorporated into the environmental review.
- Responsible & Trustee Agencies and Discretionary Actions: This task involves determination of all discretionary actions to be approved, and the agencies with authority to consider such approvals. CEQA is applicable to projects that involve discretionary actions, and the agencies with jurisdiction have special obligations under CEQA for review and comment.
- Develop the Distribution List: based on the list prepared and used by the County for the NOP. The list will include a local library (for citizen access to completed CEQA documents) and a local newspaper to be used for publication of required legal notices. We will also coordinate with County staff to facilitate incorporation of the EIR onto the County's web site (many area residents have in the past indicated a preference for electronic document submittals when available).
- Schedule Review: Refinement of the project schedule, including identification of dates for completion of work tasks and integration with project implementation goals.

Products:

- 1. Kick-off meeting with County staff, the applicant and the project team (some participating by phone), combined with a site tour.
- 2. Preparation of an updated NOP.
- 3. One scoping meeting in the community of Lee Vining.
- 4. Updated Project Schedule for Environmental Documents.
- 5. Distribution List and Reference Materials.
- 6. List of Responsible Agencies, Discretionary Actions, Permits.

Task B: Preparation of the Updated Specific Plan: Mono County approved a Specific Plan for the Tioga Inn Resort in 1993, and the current project is substantially unchanged from that earlier document. As described in the preliminary proposal introduction and overview (on file in the Community Development office), the changes include up to 80 workforce housing bedrooms, 100 additional seats in the full-service restaurant, hotel reconfiguration from two-to three-stories, a third gas pump island with overhead canopy, substantial additional parking, a new wastewater treatment plant, and additional miscellaneous features (propane tank, added water storage, etc.). The Specific Plan requires updating to reflect the changed plan elements, and clarifying the project description, differences between the approved and proposed project, and elements open to discretionary action will be critical.

The purpose of the Specific Plan is to govern site standards and development in a manner that implements General Plan goals. The Specific Plan tailors this framework to address issues of importance in both the community of Lee Vining and the Mammoth Lakes region as a whole. The Plan accomplishes these goals with specific implementation standards that supersede the County's zoning ordinance, and become the regulatory framework for the project. Development regulations and controls are established to assure that the project is implemented as approved and consistent with all relevant ordinances. The Specific Plan will be updated in accordance with State Law and county formatting goals. The updated information will address:

Purpose and Objectives of the modified plan
General Regulations applicable to the project as a whole
The overall Land Use Concept (allowed uses, phasing, grading, landscaping, design guidelines, maintenance)
Project Description, including changes between the approved and proposed project, and elements open to
discretionary action.
Specific Development Standards and Procedures (signage, colors and materials, lighting, use regulations, street
standards, processing procedures)
Plan amendment process
Conditional uses and prohibited uses;
Enforcement mechanisms and monitoring plan (integrated from CEQA Analysis)
Infrastructure (water, sewer, drainage, power, fire protection)
Circulation System elements (automobile, park and ride, transit, bicycle, pedestrian)
Project Costs and Financing
Workforce housing requirements and provisions
Easements and other relevant information

Task C. Preparation of Administrative Draft Subsequent EIR

Preparation of the Administrative Draft Subsequent EIR (DSEIR) will occur simultaneously with preparation of the Specific Plan. Initial stages of EIR preparation will focus on the completion of all required technical fieldwork, followed by consolidation and analysis of environmental data, the evaluation of direct and cumulative impacts, and finally the development of mitigation measures and alternatives if and as needed to reduce or avoid significant environmental effects. The format and content of the EIR will be in full compliance with current CEQA guidelines for Subsequent EIR preparation, and will make use of the 1993 Final EIR to the maximum feasible extent. Provided below is a preliminary scope of work for each major environmental issue to be addressed in the EIR.

Introduction, Summary and Project Description

costs and funding sources.

Introductory statements will include lead agency responsibilities, discussion of the project purposes and history, and the basis com

s fo	or preparation of an EIR. The introduction will identify topics not included in the scope of review (if any). A te description of the project will also be provided, including graphic and written discussions of the following:
	Regional and local vicinity of the proposed project site.
	Characteristics of the proposed Specific Plan including location, grading plans, lot layout, access, intended uses surrounding uses, relationship to the General Plan as well as other applicable plans for the Community of Lee Vining and project actions that might impact utilities, municipal services, or private enterprises.
	Project history and objectives, including the 1993 project approvals and documents, discussion of existing and passuses and environmental conditions on the site such as recent fire and use of water, the impetus for development of hotel, restaurant and workforce housing uses at this location, and the relationship between project goals and goals of the larger community and region, including the Lee Vining airport.
	Identification of potentially significant effects, and project alternatives evaluated in the EIR.
	A list of responsible agencies and discretionary actions required of the County and other agencies, including a list or required permits and approvals; and

☐ A Schedule and Phasing Plan for implementation of the project, including planned grading and a brief overview of

The EIR will highlight significant findings in a summary. The summary will identify key conclusions and recommendations, point to any unresolved issues, recapitulate significant features of the existing environmental setting and potentially significant environmental impacts, list proposed mitigation measures and, for each measure, a determination as to whether significant effects would remain after mitigation.

Existing Conditions, Impacts and Mitigation Measures

The discussion of baseline environmental conditions and project impacts will be shaped by findings identified through the 1993 FEIR, scoping communications, and the Notice of Preparation. Key issues will be at the heart of efforts to develop a meaningful and comprehensive mitigation plan, as required by CEQA. Provided below is a discussion of the proposed scope and focus for issues to be evaluated in the EIR, based on these sources; some refinements may be required following the NOP comment period and scoping consultations.

- □ Land Use Compatibility and General Plan Consistency: The EIR will include an updated assessment of the compatibility of the proposed Specific Plan with surrounding uses. The baseline analysis will identify existing surrounding land uses as well as the history of uses on the project site. The impact assessment will address the compatibility of existing uses with the proposed improvements, including concerns raised in the 1993 CEQA process. Proposed uses will be assessed in terms of their consistency with the framework set forth in the current General Plan, with a particular focus on goals, objectives and policies identified for the Lee Vining Planning Area, and also consideration of the Airport Land Use Compatibility Plan (ALUCP). Land use, planning and compatibility issues raised by in response to the NOP and during scoping will also be analyzed, with mitigation recommendations as appropriate.
- Traffic: The EIR will provide an updated analysis of project impacts on traffic and circulation, considering the changed project elements and current baseline conditions in the study area. Traffic Safety Engineers will prepare the analysis including current peak hour volumes and turning movements for the intersections of US 395/SR 120 and SR120/Vista Pointe Drive, an estimate of traffic generated by project elements and activities, trip distribution assignments, and intersection capacity analysis. The assessment will also address concerns raised by CalFire, Caltrans and by area residents. These concerns may include circulation planning for onsite events, multiple uses (park-and-ride, Yosemite transit) and multimodal features (bicycle and pedestrian). Mitigations will be recommended to enhance project circulation and to reduce or avoid any potentially significant effects identified in the analysis.
- Geohydrology, Water Supply, Erosion & Siltation: SGSI will provide an updated well and groundwater safe yield study for the project. The site is currently served by an onsite well, and it is proposed that this well would serve the Specific Plan project upon full development. SGSI testing will determine whether the well can accommodate both the existing facilities and the proposed development without adverse impact to surrounding areas. SGSI findings will include recommendations as needed. This section will also consider the potential for erosion & siltation, particularly during project construction, incorporating findings from the 1993 FEIR and any other reports prepared for the site. The review will consider and outline proposed best management practices, and will detail appropriate mitigation requirements, including the current emphasis on Low Impact Development, and preparation of a Stormwater Pollution Prevention Plan and NPDES General Construction Stormwater Permit as mandated by LRWQCB.
- □ Cultural Resources: The 1993 FEIR concluded, based on the County's Master Environmental Assessment (MEA), that impacts to cultural resources would be less than significant. The MEA has since been superseded by the 2015 General Plan EIR, which notes that Mono County has an extensive prehistory and history, but that only a small area of the county has been surveyed for cultural resources; the General Plan EIR concluded that cultural resource impacts would be potentially significant in areas that have not been properly surveyed. To ensure adequate review, Mary Farrell of TSAR will analyze potential project impacts including a records search to identify known resources in the study area; a walkover site survey to determine whether prehistoric or historic archaeological sites are present, and preparation of a written report (to be summarized in the body of the EIR). Ms. Farrell will also conduct the Tribal Consultation required by AB 52.
- ☐ Visual Impacts: The full-service restaurant and 3-story hotel are proposed for construction on a promontory and hillside that are readily visible from US 395, a state-designated Scenic Highway, and from points north and east. Caltrans has established guidelines for assessing visual impacts to designated scenic highways. The guidelines cover a wide range of criteria including: (a) the numbers and sensitivities of affected viewer groups; (b) scenic resources; (c) the extent and degree of changes proposed in the visual environment; (d) local concerns or project controversy; and (e) cumulative impacts along the transportation corridor. These guidelines were used to prepare the Visual Impact Assessment provided as Report 2 in the 1992 Tioga Inn Specific Plan Technical Appendix. Relevant information from that report will be incorporated into the current assessment, supplemented with updated

scoping consultation, and updated schematic renderings to depict future views of the project site with the new facilities in place. Consistency with the Scenic Combining District requirements in the General Plan will also be included. Don Bauer will prepare 3 schematic renderings, 2 of which will duplicate the simulation perspectives provided in the 1993 FEIR (presented side-by-side to facilitate comparison of visual effects) and a third rendering that will depict project improvements as seen from central Lee Vining. Note that the applicant will need to provide balloons or other fixed height markers at the hotel, restaurant and workforce housing sites during the photo reconnaissance to ensure that the simulations are dimensionally correct. Since the hotel development may be a chain, the final design/architecture will be approved though a subsequent use permit.

- Population, Housing and Employment: The baseline assessment will review census data and other data sources to profile current population, housing and employment in the Lee Vining community. Demographic trends will be reviewed, as well as projections for the Lee Vining area as outlined in the County's recently updated General Plan. The impact section will discuss employment opportunities anticipated with the project, and will consider probable occupancy (including seasonal variations) in the proposed workforce housing units as well as units that may be available to meet workforce housing needs beyond the Tioga Inn project requirements.
- Recreation: The project site is located at the junction of SR 120 (the only eastside entry to Yosemite National Park SR) and US 395 (as it enters the Mono Basin Scenic Recreation Area from the south) a major crossroad for tourism in the eastern Sierra Nevada region. The Subsequent EIR will review available tourism data to present information about current visitor numbers in the area, as well as visitation trends and forecasts. The impact section will discuss how and to what extent the proposed project facilities may impact tourism, and will also consider the consistency of proposed project elements with goals expressed in the Mono County General Plan including the Mono Basin Area Plan, Mono-Yosemite Trail Plan, and Regional Transportation Trail Policies; the USFS Forest Plan; guidelines for the Mono Basin Scenic Recreation Area; Yosemite Planning documents; and any other applicable recreational plans.
- Air Quality, GHG, Noise: Giroux & Assoc. will prepare the Air Quality assessment including an updated atmospheric environment setting based on data from the nearest GBUAPCD air monitoring station. Temporary construction, operational and GHG emissions will be calculated using the CalEEMod model. Potential localized PM-10 or PM-2.5 impacts from soil disturbance will be assessed, along with diesel particulate matter (DPM) exposure at any adjacent sensitive receptors; results will be compared to the 1993 plan. Mitigation requirements will be identified, and results summarized in a "stand-alone" AQ /GHG technical report. The noise assessment will identify sensitive receivers that may be impacted by the project (homes, schools, churches, etc.), along with appropriate significance thresholds. Baseline conditions will be described, and predicted noise impacts will be compared with noise impact levels in the earlier plan. Construction noise impacts will be discussed, along with the need for sound attenuation measures. Findings will be summarized in a "stand-alone" technical report.
- Biological Resources: Jim Paulus, Ph.D. will conduct the biological resources survey work for the Subsequent EIR. Tiering from the 2015 General Plan EIR analysis will be utilized to the extent possible. The work effort will establish current conditions, including the habitat for mule deer, which is now substantially changed as a result of the 24 year hiatus and impacts of the May 2000 Lee Vining Canyon fire. The study area will include all acreage on Parcels 1, 2, 3 and 4, as shown on the site drawing dated May 24, 2016 (for accuracy, the project proponent will be asked to stake the boundaries). A literature review will be conducted for potentially occurring and known sensitive species, along with pre-survey interviews of concerned agency biologists, and attendance at up to two scoping meetings prior to field surveys. The surveys will address all issues identified in the NOP responses and during scoping. Up to 80 acres of field surveys will be conducted (surveys must occur in May and June of 2017 for accurate identification), to determine the presence or absence of rare plant populations, map plant communities and sensitive habitat types, and describe suitable or important habitat for wildlife including mule deer. Project impacts to browse availability for migratory and resident mule deer will be quantified. A report will be prepared including literature search results, available habitats for potentially occurring plant and wildlife species of concern, methodology, and the boundaries of rare or sensitive resources (if any). Potential impacts upon sensitive biological resources will be identified. Mitigation recommendations will be developed for inclusion the draft EIR.
- □ <u>Utilities and Services</u>: The EIR will examine project impacts on local utilities and services, with a focus on issues raised during scoping and in response to the NOP.
- ☐ Cumulative Effects: In addition to the key issue areas described above, the EIR will discuss the cumulative impacts of project approval and implementation. This assessment will consider project impacts in the context of the Lee Vining Community as a whole, including General Plan land use projections and any other known or potential likely future projects that may occur in the study area.

- □ <u>Alternatives</u>: In keeping with CEQA mandates, the EIR will assess feasible project alternatives, including alternatives suggested through the NOP and scoping process (if any), as well as alternatives developed during the course of analysis to minimize or avoid significant environmental impacts. Sufficient detail will be provided for each alternative to allow comparison with the project as proposed. The relative advantages and disadvantages of each of the alternatives will be discussed and reasons given for their rejection or recommendation.
- Other Mandatory EIR Sections The EIR will include all other CEQA-mandated EIR sections, including:
 - Unavoidable Adverse Impacts (summary listing)
 - Significant Irreversible Changes
 - Mitigation Implementation and Monitoring Compliance Program
 - List of References and Organizations & Persons Consulted
 - Technical Appendices

The sections described above will be organized in appropriate EIR format and assembled with supporting graphics, tables and technical appendices to comprise the complete administrative draft SEIR. The document will be submitted electronically for review and comment.

Products:

1. Complete Administrative Draft SEIR for review and comment by the county, the applicant and the project team.

<u>TASK D.</u> <u>Preparation of the Specific Plan/Draft SEIR:</u> Following review of the administrative Draft Subsequent EIR and before distributing the document for public review, BPES will meet with staff, applicant and project team to receive and discuss internal review comments on the document. The project team will revise the document as needed to ensure that all comments are fully addressed.

BPES will consolidate the Specific Plan and Draft SEIR into a single text. The county will be responsible for copying the Draft SP/SEIR (print and CD versions), and for distributing the Draft SP/SEIR to agencies and individuals on the Distribution List as developed during project orientation. The review period will extend over a period of 45-days. BPES will prepare the Notice of Completion (NOC) to accompany document copies sent to the State Clearinghouse (SCH), and will also prepare the text of a legal notice (to be published by the county) announcing availability of the Draft SP/SEIR for public review. Please note that this scope of work includes time for an optional public meeting during the Draft SP/SEIR review period. The public meeting is not required by CEQA, but included herein as a means of responding to public and agency interest in the project. The public meeting option will not be implemented without written authorization from the County..

Products:

- 1. Completed Draft SP/SEIR for printing and distribution by the county.
- 2. Notice of Completion to accompany documents sent to the SCH.
- 3. Preparation of Legal Notice text for county publication in a local newspaper.

Task E. Preparation of the Final SP/SEIR and Notice of Determination: At the close of the 45-day public review period, comments will be reviewed and discussed. BPES and the consultant team will respond to all written comments received concerning the draft SP/EIR. An electronic copy of the draft responses to comments will be submitted for internal review and comment, along with a final proposed Mitigation Implementation and Monitoring Program, a preliminary Notice of Determination, and any other relevant information. On receipt of review comments, the document will be revised as needed. This document, in combination with the earlier Draft SP/SEIR, will constitute the Final SP/SEIR. The Comments and Responses package will be provided to the county for printing and distribution to each agency and individual that submitted comments on the Draft SP/SEIR.

Products:

- 1. Electronic copies of the draft responses to comments for review.
- 2. Electronic copies of complete SP/SEIR Comments & Responses.
- 3. A completed Notice of Determination.

Task F. Certification of the Final SP/SEIR and Project Approval: During county consideration of whether to certify the EIR and approve the project, BPES will attend hearings held before the Planning Commission and the County Board of Supervisors, and will also assist staff in preparing for the meetings and answering questions concerning the SP/SEIR and environmental process. If the Board elects to certify the EIR and approve the Specific Plan, BES will assist County staff with preparation of the Notice of Determination (NOD), to be filed with the County Clerk by county staff. Filing of the

NOD will initiate the 30-day Statute of Limitations and complete the environmental review process.

To facilitate future use, BPES will assist the county in preparing a Final Comprehensive Document that integrates adopted mitigation measures into the text of the Specific Plan as well as the final Mitigation Monitoring Program, incorporates adopted maps, ordinances and regulations, and provides other relevant materials.

Products:

- Attendance at Planning Commission meetings
- 2. Attendance at Board of Supervisors meetings
- 3. Assist County in preparing a consolidated Final SP/SEIR for future use.

PROJECT TEAM

The project team comprises six firms and specialists: (1) Bauer Planning and Environmental Services, Inc., (2) Traffic Safety Engineers, (3) Giroux & Associates, (4) Trans Sierran Archaeological Research, (5) James Paulus, Ph.D., and (6) Sierra Geotechnical Services, Inc. (SGSI). Table 3 below outlines the responsibilities of each:

Table 3 TIOGA INN SP/SEIR PROJECT TEAM RESPONSIBILITIES

Bauer Planning and Environmental Services: Sandra Bauer will take primary responsibility for coordination with the project team and the community, analysis of environmental issues and preparation of the Specific Plan, attendance at project meetings and hearings, and quality control and budget/schedule management. Schematic renderings and visual simulations of the site will be prepared Don Bauer, suitable for public presentations and incorporation into the SEIR.

<u>Traffic Safety Engineers (TSE)</u>: The traffic analysis will be prepared by TSE. TSE will focus on the specific concerns raised by Caltrans and community residents including traffic volumes, impacts on local roads, public safety, and long-term cumulative impacts on traffic in the region.

<u>Giroux & Associates:</u> Project impacts on air quality, GHG and noise will be quantified by Giroux & Associates. The air quality analysis will meet requirements of the Great Basin Unified APCD, including evaluation of fugitive dust during construction, emissions associated with long-term site development, and compliance with the General Plan Resource Efficiency and Noise Element goals and policies.

<u>Trans Sierran Archaeological Research</u>: Under the direction of Mary Farrell, TSAR will analyze cultural resources for the EIR. The review will include a records search, field assessment, Native American Consultation, and preparation of a final report detailing findings with mitigation recommendations as appropriate.

<u>James Paulus</u>: Dr. Paulus will be responsible for updating the 1992 deer study and biological resources assessment, and for assuring that the EIR responds to all NOP comments concerning such resources.

Sierra Geotechnical Services, Inc. (SGSI): Joe Adler of SGSI will conduct the well and groundwater safe yield study to evaluate characteristics of the existing aquifer. The analysis will include a literature search, pump removal to assess the condition of the well, and step pumping to determine whether the aquifer is capable of sustained pumping at the desired rate. Results and recommendations will be summarized in a written report.

PROJECT SCHEDULE

This schedule envisions project completion by the end of 2017. The timing is shaped in large part by the mandatory May-June 2017 timing of spring surveys for special status species. Our goal is to complete the project definition phase by mid-November (assuming authorization to proceed by mid-October), and to complete and distribute the NOP by the end of the year, with the scoping session to be held in mid-January. Preparation of the updated Specific Plan would begin thereafter, with completion of the initial draft by early March. Work on the Administrative Draft Subsequent EIR would begin in early March, with the goal of submitting the Administrative Draft for internal review by the end of July. Allowing for a month of internal review and subsequent text revisions, the Draft SEIR would be released for public review during September, and final hearings would be held during November and December, with a goal of project completion by the

FEE SCHEDULE

The fees for the project total \$106,850 including \$58,430 for technical studies, and \$48,420 for all other SEIR and Specific Plan tasks. All subconsultant fees are included at cost, with no overhead or mark-up, and no direct costs are included in this proposal (the county will handle printing, mailing and legal notices, and BPES has a local office and does not charge for travel or lodging). Fees and products are summarized in Table 4 below.

Table 4 SUMMARY OF TIOGA INN SP		
PROFESSIONAL TASKS		FEES
Project Definition 1. Project Kick-off Meeting, Site Tour 2. Notice of EIR Preparation 3. Scoping Meeting in Lee Vining 4. Distribution List, Reference Materials 5. List of Responsible Agencies & Permits	\$6,840 \$1,440 \$3,600 \$1,440 \$ 180 \$ 180	
Preparation of Updated Specific Plan 1. Prepare Admin. Draft Specific Plan-internal re 2. Revise document based on comments receive	- · ·	
Administrative EIR/EA 1. Research and Compile SCEIR Biological Resources (Paulus) Cultural Resources (TSAR) Traffic Study (TSE) Air Quality, GHG, Noise Schematic Renderings Well & Groundwater Study (SGSI) All Other EIR Sections & Analysis Water Studies (SGSI – contracted separate	\$76,430 \$10,355 \$10,400 \$8,500 \$3,450 \$6,000 \$19,725 \$18,000	
Draft Subsequent EIR and Public Review 1. Revise; Prepare Draft SEIR, submit to county 2. Prepare Legal Notice for county publication 3. Prepare Notice of Completion for SCH submi 4. Conduct Public Meeting during DSEIR Review		
Preparation of Final Subsequent EIR/Specific 1. Prepare, Submit Draft Responses to Commer 2. Revise per review, prepare Final SEIR 3. Prepare final Specific Plan		
EIR Certification & Project Approval 1. Attend 1 Planning Commission and 1 Board M 2. Prepare Notice of Determination for County 3. Compile Final Comprehensive Document Tex	filing \$ 180 ct \$1,440	
	TOTAL FEES: \$106,850	

¹ Fees assume that the traffic and AQ/noise consultants will participate in all meetings by phone.

² The DSEIR public meeting is an optional item requiring County authorization.



REGULAR AGENDA REQUEST

■ Print

MEETING DATE November 8, 2016

Departments: District Attorney

TIME REQUIRED 20 minutes (5 minute presentation;

15 minute discussion)

Restructure to Restore Parity for the BEFORE THE **SUBJECT**

County Attorney Positions

PERSONS

APPEARING

BOARD

Tim Kendall

AGENDA DESCRIPTION:

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

Restructure to restore parity for the County Attorney positions, "Professional Class," Establishes parity between the Attorney positions with the District Attorney's Office to the Attorney Positions within the County Counsel's Office.

RECOMMENDED ACTION:

Approval of the salary restructure to restore parity in the County Attorney positions class.

FISCAL IMPACT:

Annual cost of restoring parity is \$25,296 for salaries and \$10,323 for PERS, retiree health, medicare and unemployment costs, for a total increase of \$35,619, to be paid for out of the County's General Fund.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: (760) 932-5550 / tkendall@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:

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▼ YES □ NO

ATTACHMENTS:

Clic	ck to download
D	Staff Report

History

Time Who **Approval**

11/3/2016 11:30 AM	County Administrative Office	Yes
10/29/2016 5:10 PM	County Counsel	Yes
11/2/2016 5:12 PM	Finance	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:

Main St. Court House, P.O. Box 617 Bridgeport, CA. 93517 Tel:(760)932-5550 fax: (760)932-5551

Tim Kendall - District Attorney



Mammoth Office:

Sierra Center Mall, P.O. Box 2053 Mammoth Lakes, CA. 93546 Tel:(760)924-1710 fax: (760)924-1711

TO: Honorable Board of Supervisors

FROM: Tim Kendall, District Attorney

DATE: October 19, 2016

<u>Time Needed</u>: Regular Agenda – 5 minutes for presentation and 15 minutes for discussion.

Subject

Restructure to restore parity for the county attorney positions, "Professional Class." Establishes parity between the attorney positions within the District Attorney's Office to the attorney positions within the County Counsel's Office.

<u>Strategic Plan and Focus Area</u> - Employee and workplace wellness, salaries and retention are all sub categories of "Making Mono the Best Place to Work."

Recommendation

Approval of the restructure to restore parity in the "County Attorney" positions class.

Justification and Discussion

Parity - The following request for the District Attorney's Office came up during the reorganization discussions which took place with the Board several months ago. The request is an effort to reestablish parity for the "Professional Class," (Attorneys) within the County. This is an organizational fairness issue.

The Attorney positions within the District Attorney's Office and the Attorney positions within the County Counsel's Office have historically been defined as a "Professional Class" and in the past 18+ years have always been afforded the same salary structure. The parity within this class has eroded over the last 5 years due to positions being filled at different times during different budget concerns. Salaries within the District Attorney's Office were reduced early on to help meet the County's initial budget concerns however, recently attorney positions that have been filled within the County Counsel's Office did not incurred those equal salary reductions which has created this issue.

Structural Defect - By reestablishing the "Professional Class" structure, it will not only reestablish the eroded parity within the "Class" but it also addresses an internal issue within the District Attorney's Office of compaction due to those early reductions as well as restores the separation between the positions that once existed. It addresses a structural defect in the department by correcting the salary range of the Assistant District Attorney position which is currently at a lower range than a position which he

supervises. It also restores the separation between the DA position and the Assistant DA position back to the original 15% separation mark and restores the difference between the Assistant position and the Deputy III positions back to the original 10% mark.

Both this parity structure as well as the departmental structure is a historical model that has been used and continues to be used by counties throughout the state. *The continued use of this model was verified using public/online information provided by each county.*

Strategic Plan

The request is also appropriate as it relates to the priorities of the current county's strategic plan and focus areas. Employee and workplace wellness, salaries and retention are all sub categories of "Making Mono the Best Place to Work." This would create a strong organizational and departmental structure which makes sense and is good. It equally values these employees, their positions, their years with the county, their work and establishes fairness in this area of the organization and this class. The request and fiscal impact is based off of the current salaries afforded within the County Counsel's Office.

I appreciate the opportunity for the Board to address the parity and thank you in advance for your thoughtful consideration.

Fiscal Impact

District Attorney position - Adjust from \$11,989 to \$12,447 for a total yearly impact of \$5,748; Assistant District Attorney position - Adjust from \$9527 to \$10,246 for a total yearly impact of \$8,628; Deputy District Attorney III position - Adjust from \$8955 to \$9410 for a total yearly impact of \$5,460; Deputy District Attorney III position - Adjust from \$8955 to \$9410 for a total yearly impact of \$5,460.

Annual cost of restoring parity is \$25,296 for salaries and \$10,323 for PERS, retiree health, medicare and unemployment costs, for a total increase of \$35,619, to be paid for out of the County's General Fund.



REGULAR AGENDA REQUEST

■ Print

MEETING DATE November 8, 2016

Departments: Supervisor Tim Fesko and CDD

TIME REQUIRED 5 minutes

SUBJECT Appointment of Jordyn Pinochi to

Antelope Valley RPAC

PERSONS APPEARING Gerry Le Francois

BEFORE THE

BOARD

AGENDA DESCRIPTION:

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

Antelope Valley Regional Planning Advisory Committee appointment.

RECOMMENDED ACTION:

Appoint Jordyn Pinochi to the Antelope Valley Regional Planning Advisory Committee.

FISCAL IMPACT:

None.

CONTACT NAME: Gerry Le Francois

PHONE/EMAIL: 760.924.1810 / glefrancois@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:

Yes

MINUTE ORDER REQUESTED:

TYES V NO

ATTACHMENTS:

Click to download

<u>AVRPAC staff report</u>

Jordyn Pinochi application

History

Time Who Approval

11/3/2016 6:03 AM County Administrative Office

 11/3/2016 9:03 AM
 County Counsel
 Yes

 11/2/2016 4:55 PM
 Finance
 Yes

Mono County Community Development Department

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

Planning Division

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

November 1, 2016

To: Mono County Board of Supervisors **From:** Gerry Le François, Principal Planner

Subject: An appointment to Antelope Valley Regional Planning Advisory Committee (AVRPAC)

Consent Item

Action Requested

Consider the appointment of Jordyn Pinochi to the Antelope Valley Regional Planning Advisory Committee, as recommended by Supervisor Tim Fesko.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

This appointment of Ms. Pinochi, if approved, will constitute a 13 member committee.

New members recommended for appointment: <u>Jordyn Pinochi</u> - Term to expire November 2018

Existing members of AVRPAC: Term to Expire

1	Dan Anthony			
2	Mike Curti			
3	Arden Gerbig			
4	Mark Langner			
5	Don Morris			
6	Orval Mosby			
7	John Vannoy			
8	Bruce Woodworth			
9	Ned Welsh			
10	Katy Buell			
11	Diane Anthony	March 2020		
12	Rodger Donahue	March 2020		

This item is sponsored by Supervisor Tim Fesko. If you have any questions regarding this item, please contact Gerry Le Francois at 924.1810 or glefrancois@mono.ca.gov

Mono County Regional Planning Advisory Committees

PO Box 347 Mammoth Lakes, CA 93546 760- 924-1800 phone, 924-1801 fax commdev@mono_ca.gov PO Box 8 Bridgeport, CA 93517 760-932-5420 phone, 932-5431 fax www.monocounty.ca.gov

MEMBERSHIP APPLICATION

Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

clearinghouse. Most RPACs meet evenings	monthly or as-needed.				
Benton/Hammil c Bridgeport Valley	June Lake CAC (Citizens Advisory Committee) Long Valley Mono Basin Swall Meadows				
Address 2215 Eastside Lane					
City/State/Zip (oleville, (A 9/210)					
Phone (day) (760) (616 - 4660	Phone (eve) (760) (916-4060				
Email					
Occupation/Business					
Special interests or concerns about the commun	ity:				
£					
Signature Joseph Purochi	Date 9/19/16				
Applications will be reviewed and recommended exclusively by the local supervisor. Recommended appointments are then considered and acted upon by the Board of Supervisors.					



REGULAR AGENDA REQUEST

Print

MEETINGDATE	November 8, 2016
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History Time

TIME REQUIRED

SUBJECT

Closed Session--Human Resources

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): Stacey Simon, Leslie Chapman, and Dave Butters. 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					

Approval

Who



REGULAR AGENDA REQUEST

■ Print

PERSONS

ember 8, 2016

TIME REQUIRED

SUBJECT Closed Session - Exposure to

Litigation

Exposure to

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 – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One (1).

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				

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TimeWhoApproval11/3/2016 6:04 AMCounty Administrative OfficeYes11/3/2016 9:04 AMCounty CounselYes11/2/2016 10:03 PMFinanceYes