



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 Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, CA 93546

Regular Meeting May 16, 2017

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 Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board.

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting on April 11, 2017.

B. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting on April 18, 2017.

C. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Special Meeting on April 18, 2017.

D. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting on May 2, 2017.

3. RECOGNITIONS

A. Resolution for Mental Health Month

Departments: BOS

May is national Mental Health Month; the attached proclamation raises awareness of the importance of mental health and the availability of treatment, highlighting Mono County's Behavioral Health Department.

Recommended Action: Adopt proposed Proclamation declaring May 2017 Mental Health Month.

Fiscal Impact: 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. Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP)

Departments: CDD

Contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Local Hazard Mitigation Plan update.

Recommended Action: 1. Approve contract with Michael Baker International for the provision of hazard mitigation planning services. 2. Authorize Community Development Director or designee to approve amendments or additions to the contract scope of work which are approved as to form by County Counsel, not to exceed \$47,103. 3. Provide any desired direction to staff.

Fiscal Impact: The Contract amount is \$149,803, which can be increased by up to \$47,103 upon written approval by Community Development Director. There is no impact to the General Fund. Consultant costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by The California Governor's Office of Emergency Services (CalOES). A 25% match of non-federal funds is required, and is anticipated to come from state grant funds associated with the Local Transportation Commission and Sustainable Agricultural Strategy grant.

B. MOU with Deputy Sheriffs' Association

Departments: Human Resources

Proposed resolution adopting and approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.

Recommended Action: Adopt proposed resolution #R17-__, Adopting and approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact by making this modification to the language in the MOU.

C. Support Letter for AB 668

Departments: Clerk of the Board

Letter in support of AB 668, The Voting Modernization Bond Act of 2018.

Recommended Action: In line with our recently revised Mono County Legislative Platform, authorize the Chair's signature on a letter of support for AB 668 – The

Voting Modernization Bond Act of 2018.

Fiscal Impact: There is no cost associated with supporting the bill. However, should this legislation not pass, there will not be any potential of receiving reimbursements to help offset the cost of newly purchased elections equipment.

D. Adoption of Proposed Ordinance Amending Mono County Code 2.60.080 Re Timing of Review of Declaration of Local Emergency

Departments: CAO

Adoption of proposed ordinance amending Mono County Code Section 2.60.080 to conform timing of review of local declarations of emergency with State law requirements.

Recommended Action: Adopt proposed ordinance #ORD17-___, amending Mono County Code Section 2.60.080.

Fiscal Impact: Savings of expenses associated with staff time expended in preparing and presenting documents and information regarding the status of a declared local emergency at Board of Supervisors' meeting every 14 days, instead of doing so every 30 days as required under State law.

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. Application for ABC License - Bridgeport Mo Mart Mobil

Departments: Clerk of the Board

Application for Alcoholic Beverage License from the Bridgeport Mo Mart Mobil.

B. Application for ABC License - Chalfant Mercantile

Departments: Clerk of the Board

Application for Alcoholic Beverage License by the Chalfant Mercantile, LLC.

9. REGULAR AGENDA - MORNING

A. Appointment to Behavioral Health Advisory Board

Departments: BOS

5 minutes

(Stacy Corless) - On May 2, the Behavioral Health Advisory Board unanimously voted to recommend that Carolyn Balliet be appointed to the Advisory Board.

Recommended Action: Appoint Carolyn Balliet to the Mono County Behavioral Health Advisory Board – term expires 1/2019.

Fiscal Impact: None.

B. Behavioral Health Advisory Board Annual Report

Departments: BOS

5 minutes

(Stacy Corless) - The Advisory Board is required to present an annual report to the Board of Supervisors. The attached report serves as an introduction to the Advisory Board's work, and to the program areas funded through the Mental Health Services Act (MHSA).

Recommended Action: Receive annual report. Provide any desired direction to staff.

Fiscal Impact: None.

C. Review of Need for Continuation of Local Emergency - Severe Winter Storms

Departments: CAO, Sheriff

5 minutes

(Leslie Chapman, Ingrid Braun) - On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather. The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None

D. Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

Departments: CAO, Sheriff

5 minutes

(Leslie Chapman, Ingrid Braun) - On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the

need at least every 30 days until it is terminated. This item is provided for that purpose.

Recommended Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Fiscal Impact: None

E. Agricultural Commissioner's Bee Registry

Departments: Clerk of the Board

15 minutes (10 minute presentation; 5 minute discussion)

(Nathan Reade) - California Food and Agriculture Code Section 29044 require beekeepers to register with the County Agricultural Commissioner in the county where bee colonies are kept. This requirement exists, for the most part, to protect bee populations from inadvertent harm due to pesticide drift. In the interest of encouraging pollinator protection the Agricultural Commissioner's Office requests that your board consider waiving the \$10 fee for registration of bee colonies for hobbyist beekeepers as outlined in FAC Section 29044.

Recommended Action: Waive bee colony registration fees for hobbyist beekeepers maintaining fewer than 10 colonies as outlined in California Food and Agriculture Code (FAC) section 29044.

Fiscal Impact: This would require minimal staff time spent on filing registrations, estimated to be 1-2 hours per year, which would come from the Agricultural Commissioner budget.

F. Agricultural Commissioner's Mosquito Workshop

Departments: Clerk of the Board

45 minutes (30 minute presentation; 15 minute discussion)

(Nathan Reade) - Runoff in our region is projected to be very high this year. The Owens Valley Mosquito Abatement Program, which has provided mosquito abatement activities in the Mammoth Lakes Mosquito Abatement District through a contract for several years, has put together some strategies to combat potentially high mosquito populations. This presentation will outline some of these strategies. June Lake PUD, who also conducts mosquito control activities in Mono County may also participate in this discussion.

Recommended Action: Receive a presentation on mosquito control efforts and concerns within Mono County.

Fiscal Impact: None.

G. Status of Mammoth Lakes Mosquito Abatement District

Departments: Board of Supervisors

20 minutes (10 minute presentation; 10 minute discussion)

(Stacey Simon) - Presentation regarding the status of the Mammoth Lakes Mosquito Abatement District and the process for filling vacancies on its board of trustees.

Recommended Action: 1. Discussion regarding the status of Mammoth Lakes Mosquito Abatement District and vacancies on its board of trustees. 2. Direct the Clerk to post a special vacancy notice in the Clerk's office and in one or more public libraries within the County describing the vacancies on the District Board, the requirements to serve, and the process for applying for consideration. 3. Direct staff to agendize an item for appointment of interested persons to serve on the District Board at the next Board of Supervisors' meeting which takes place at least ten days following the posting of the notice, provided there are persons willing and able to serve. Provide any other desired direction to staff.

Fiscal Impact: None

H. Highmark Advisors Updated Proposal for Sierra Center Mall Lease

Departments: Clerk of the Board

1 hour

(Drew Hild) - Presentation by Drew Hild of Highmark Advisors, outlining updated proposal to the County of Mono for the future lease of Sierra Center Mall. This item is being sponsored by Supervisor Larry Johnston.

Recommended Action: 1. Pursuant to Rule 30 of the Board Rules of Procedure, determine whether to reconsider April 18, 2017 Board decision to conclude negotiations with Sierra Center Mall and, if so, whether to reopen said negotiations. 2. If recommended action #1 is approved by a majority vote, and the Board determines to reopen negotiations, review and Execute Letter of Intent unchanged and enter into Exclusive Negotiation Period; or Modify Letter of Intent in mutually acceptable way, execute and enter into Exclusive Negotiation Period.

Fiscal Impact: See attached staff report.

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, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:30 P.M.

12. 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.)

13. REGULAR AGENDA - AFTERNOON

A. South County Facility Workshop

Departments: CAO

3 hours (2 hour presentation; 1 hour discussion)

(Tony Dublino) - Presentation by Tony Dublino providing updated analysis on South County Facility options.

Recommended Action: Direct staff to prepare project delivery and financing documents for a County Facility as part of a Mammoth Lakes Civic Center at next available Board meeting.

Fiscal Impact: None at this time. Should Board decide to proceed with building, estimated taxpayer savings of approximately \$4 million over a 40-year period.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Regular Meeting on April 11, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft Minutes](#)

History

Time	Who	Approval
5/10/2017 4:56 AM	County Administrative Office	Yes
5/10/2017 4:37 PM	County Counsel	Yes
5/5/2017 2:02 PM	Finance	Yes



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

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

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

**Regular Meeting
April 11, 2017**

Flash Drive	Board Room Recorder
Minute Orders	M17-72 to M17-77
Resolutions	R17-29 to R17-32
Ordinance	ORD17-05

9:03 AM Meeting Called to Order by Chair of the Board Corless.

*Supervisors Present: Corless, Gardner, Johnston, Peters, and Stump.
Supervisors Absent: None.*

*Break: 10:26 a.m.
Reconvene: 10:45 a.m.
Closed Session: 12:43 p.m.
Reconvene: 1:10 p.m.
Back to Closed Session: 3:07 p.m.
Adjourn: 4:15 p.m.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Gary Nelson:

Note:

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

- Commenting on the Skatepark item in Crowley Lake. In Mono City, all they have are the public roads. This morning, he measured a pot hole 11x17x6; the rubber seal put on last year was obviously not sufficient. He is concerned over the safety of the kids in the area. He has been told by Roads Department that there is no money to fix those roads. Feels these roads should be a priority before someone gets hurt.

Member of the Public in Mammoth:

- Wanted to clarify a few things. The letter she sent to the editor last week was to correct the vote, clarify the intent of the ESLT. ESLT has a strong, ongoing relationship with Tony Dublino. Just met with Tony at their annual meeting where he laid out the plans for 2017. ESLT is currently reviewing those plans. It is not ESLT's responsibility to manage the property; that is the County's.
- **Supervisor Johnston:** looks forward to a discussion about the future of Conway Ranch, suitable for the conservation easement and all parties involved. Knows not grazing sheep changes things; perhaps we can discuss later when Tony brings this to the Board.

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. **BOARD MEMBER REPORTS**

Supervisor Corless:

- Town Council
- Continued work on Inyo-Mono Broadband Consortium/Mammoth broadband task force in preparation for next ESCOG meeting
- Clubhouse Live! Open house Thursday 4/6—great turnout, some 20 kids, staffed by Behavioral Health, Probation. Expansion of already successful after school program to include more youth, with more activities. Congratulations to Behavioral Health and Probation staff, including Sofia Flores, Andres Villalpondo, Sal Montanez, Stacie Casabian, Jazmin Puga-Sosa.
- YARTS JPA Board Meeting:
- Actions taken
- --Approved contract with Mariposa County for transit services; Merced County Association of Governments annual contract; Title VI program; and an amendment to the National Park Service contract for expanded summer services
- --Updates: summer schedule—no changes to Highway 120E/395; online reservations so far—from 45/50 states and 70 countries
- **Total reservations received: 3320 of those;**
- 2137 reservations have been reserved since 1/1/17
- 905 received for 2017 summer schedules--- of those;
- 181 are for the Hwy 140 corridor (Merced to Yosemite Valley); 207 are for the Hwy 41 corridor (Fresno to Yosemite Valley); 301 are for the Hwy 120/395 corridor (Mono County) and 216 are for the Hwy 120 corridor (Tuolumne County).
- Preparation for 4/18 meetings: we have a very full agenda, will suspend board reports—if supervisors would like to post a written update for the week, send to clerk. Asking for everyone's preparation, and consideration in advance.
- Early morning house fire on Majestic Pines in District 5—scary sight to wake up to—thank you Mammoth Lakes Fire for a quick response.

Supervisor Gardner:

- I attended the YARTS quarterly meeting yesterday via teleconference. There were several items on the agenda, all of which can be accessed on the YARTS website. I would note a 2017-2018 YARTS budget of \$2.8 million was approved. I will be joining the YARTS

Note:

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Executive Director for an orientation briefing this Friday in Merced. YARTS fares and schedules will be the same this summer as last summer.

- I met with the June Lake CAC last Wednesday evening. Before the CAC meeting we held another meeting of the CAC Subcommittee focusing on Short Term Rentals. While there was lively and sometimes emotional discussion, I believe the group led by Wendy Sugimura will make progress on this difficult issue. Our objective is to try to reach a recommended approach by the end of the summer. There are plenty of opportunities for interested residents to make their opinions known.
- Finally, I mentioned last week my disappointment that the Mono Basin Visitor Center would not be opening until April 27. I learned last Friday the US Forest Service changed their initial decision, and the MBVC will be opening this Thursday, April 13. I appreciate their reconsideration of this situation, and their support for our Lee Vining businesses that will benefit from the earlier opening.
- I am providing a copy of the San Bernardino County Indicators Report for Board information. This document contains much data describing the quality of life in SB County. I hope we could consider doing something similar for Mono County.

Supervisor Johnston:

- Attended the CSAC Executive Board meeting last week. Items discussed included the Empowerment project being conducted by LA County. Noted that LA's Measure H passed which will provide substantial funding for helping to solve the homeless problem in LA. Also, approved the CSAC budget - no increase in dues is expected - good financial condition at present. There was a great deal of discussion about IHSS cuts that the state will be imposing unless action is taken by the legislature/ governor to minimize the impacts to counties. Also, CSAC has been leading the effort to "Fix our Roads" via SB1, which passed the state legislature that evening.
- Attended the LTC meeting yesterday. Held the Unmet Needs hearing but due to a mix up on notification, had to continue the hearing. The financial audit report was presented by Janet Dutcher - good report and no recommendations. Reviewed the Overall Work Program, the Reds Meadow FLAP grant project, the Upper Rock Creek FLAP grant project by Inyo County, and the passage of SB 1 Transportation bill. Also had reports from ESTA/YARTS from District 9 regarding this year's state highway projects in Mono County. Lastly, the California State Transportation Commission will be meeting in Mammoth Lakes in September - noted the possible need to agendize that meeting as a Board meeting if more than three Board members plan to attend.
- Also noted that I would be able to cover the CPT meeting in place of Supervisor Corless who has an RCRC meeting that day.

Supervisor Peters:

- 4th CSA#5 Discussed continued improvement of Memorial Hall also Historic Canon on the Courthouse Lawn
- 5th Fisheries Meeting – Jeff Simpson Stocking program County \$100,000 Private \$50,000 . Discussed partnerships with Cal Trout and Trout Unlimited regarding sustainable fisheries
- 5th CERT Communications meeting in Walker – Bruce Woodworth led meeting. Jason Foster CERT team leader and Mike Curti AV Fire Chief , Debra Diaz and Cathy Young from Public Health and Social Services. Also our CAO Leslie Chapman MWTC rep. Missing representatives from Mono County OES and our IT department
- 6th RPAC Cancelled due weather
- 6th 12 pm attended the IHSS meeting in Bridgeport – Amanda Hoover Community Service Solutions and Carolyn Williams Executive Director
- 7th WRID district meeting BP Reservoir Capacity 42,500 Acre Feet March 31 14,800 and the plan is to drain it down to 10% of capacity or approximately 4,300 Acre Feet in order to make room for the winter runoff that could fill the reservoir 5 times. East Walker Streamflow is predicted at 241% of normal. The report was presented by Jeff Anderson, Water Supply Specialist out of Reno Nevada's USDA Natural Resource Conservation Service.

Note:

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Observations were made using Snotel sites above 8000 ft. These sites have recorded record snowpack this year since the Snotel was used beginning in 1981.

- **10th LTC meeting.** Reported that SB1 passed. Lots of discussion about pass opening efforts. Highway 182 mudslide closure. Major Road work Walker Coleville, Virginia Lakes Turnout. Shoulder Widening Sheep Ranch, Aspen Fales. Walk Bike Ride and Reds Meadow Road project. Janet Dutcher presented the Annual Financial Statements for Mono Counties LTC. It was reported that as of June 30 2016 the net cash position was \$149,620 of unrestricted assets. CTC 2 town halls a year and one in Mammoth in September. YARTS schedule shows Memorial day stops on the Eastside of 120
- This action by the Legislature to pass SB 1 (Beall) and ACA 5 (Frazier) was a result of that commitment and a huge victory that will provide significant public benefit for transportation in every county across California.
- Statewide, cities and counties will evenly share an average of \$1.5 billion/year in new local road funding from SB 1. The funds are non-competitive and will come to the county in monthly disbursements from the State Controller once the gas tax increase takes effect in November 2017. There is no sunset, and funding will grow with inflation. Your county's average annual share of new funding from SB 1 is \$2,300,000 over the next decade.
- The revenues will be phased-in over a multi-year period:
- Gas and diesel excise taxes and diesel sales tax begins in November 2017
- Transportation improvement fee begins in Spring 2018
- The price-based excise tax will be reset to 17.3 cents in July 2019
- New Zero Emissions Vehicles will begin to pay an additional registration fee for road maintenance in 2020

PUD Update

We have completed the replacement of approximately 900 feet of sewer pipe damaged by debris from snow run off and water intrusion.

We still have another 1200 feet of pipe to replace, and we know this pipe has damage and debris issues, but we are in need of financial help in order to continue.

We are applying for Disaster Relief from FEMA and the State of California as well as State Water Resources Control Board FFAST application process for loans and grants. This is required in order to proceed with the needed repairs.

We are in the process of sending a FEMA request and waiting for a disaster number from the State of California so we can apply for relief. Our hope is that this can be expedited so we can continue with repairs.

I want to thank you all for your help with this matter and look forward to continued help in this funding process. Thank you, Ken Reynolds

- Upcoming events:
- Town Hall Meetings April 19th Antelope Valley & April 27th Bridgeport
- CSAC April 20th 3rd of three part New Supervisors Institute Series
- June 3rd Annual Gun Rights Dinner- Bridgeport Gun Club

Supervisor Stump:

- 4-7 : Met with Christy Milovich about two issues. The first was the Office of Education Sublease with Mono County for the Crowley Library site. The County leases the entire site from DWP. The septic tank that serves the entire site needs to be replaced. Site uses are a park with now handicapped accessible restrooms, Library, Sheriff Substation, and Fire Station. The Fire Department has offered to pay for 1/3 of the new tank. The Office of Education has yet to be heard from. Second issue was cannabis, specifically tax authority and if, under State Law, a special election can be held this year. We also talked about potential regulatory actions. Thanks to Christy for making time for me since I had not made an appointment.
- 4-10 : Attended the Local Transportation Commission. Cal Trans reported on their summer projects. Three in District 4. Pass opening was discussed. Members of the Lee Vining Community were present and asked questions.

Note:

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- I want to thank the CAO for her work on the joint meeting. Trying to juggle five supervisors, five town council members, and respective staffs is not easy. We all saw the emails about a potential late agenda item time request and Leslie obtained consensus and informed the requesters. If they are listening they are welcome to a longer time slot at the first meeting in May.

5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

- Management meeting was a lively discussion. Conversation around the strategic plan, looking forward to a workshop to be scheduled.
- Thursday was a payroll conversion meeting. Janet facilitated a good meeting with the dept heads, next week with those who actually work in the system.
- With Supervisor Peters, attended CERT Team Meeting in Antelope Valley. List is being developed of those who may need assistance in the case of an emergency.
- In the next few months, there will be lots of long board meetings and Special meetings.

6. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard:

- Update on Davison House: on March 28th, meeting between staff and the Town's building review committee.
- Grant expires June 30, 2018, they have started snow removal to obtain access to the house. Then the architect can draw the elevations for the plans. Very tight timeline to make this project happen.
- **Supervisor Johnston:** Understands it's a county property, asks if we can issue building permits ourselves?
- **Stacey Simon:** We are exempt from the town building permit requirements. Will talk to Joe about that later.

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.)

Supervisor Peters pulled item C.

Supervisor Johnston has a question on B.

A. Treasury Transaction Report for 2/28/2017

Departments: Finance

Treasury Transaction Report for the month ending 2/28/2017.

Action: Approve the Treasury Transaction Report for the month ending 2/28/2017.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

M17-72

B. Administrative Services Specialist/Victim Witness Coordinator

Note:

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

Departments: District Attorney

Request to hire an Administrative Services Specialist/Victim Witness Coordinator at a 69c step rather than 69a.

Action: Approve hiring of Ms. Gillespie as Administrative Services Specialist/Victim Witness Coordinator, at a 69c step versus a 69a step.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

M17-73

Supervisor Johnston:

- If this is replacing a long term employee; should we do a recognition?

Tim Kendall:

- Yes, but she would like to go out with very little fanfare. He appreciates that; she has been a very valuable and long term employee, would like to recognize that.

C. Inyo Mono Broadband Consortium Advisory Council Appointments

Departments: Board of Supervisors; Information Technology

The Inyo-Mono Broadband Consortium (IMBC) was approved by the California Public Utilities Commission (CPUC) on January 1st, 2017. Overseen by the Eastern Sierra Council of Governments (ESCOG), and funded by the California Advanced Services Fund (CASF), the focus of the IMBC is to support and improve the viability of public and private broadband infrastructure investments throughout the region. The purpose of the Advisory Council is to engage local public, private, and tribal stakeholders to help inform the decision-making process of the recently formed Inyo-Mono Broadband Consortium. This group will be comprised of a total of 12 individuals, with the governing bodies of each ESCOG member jurisdiction appointing three (3) members from their agency's geography. This item is intended to appoint three Mono County representatives to this Committee for a two year term: Tina Baithwaite, Jimmy Little and Ron Day.

Action: Appoint the following three Mono County representatives to the Inyo-Mono Broadband Consortium Advisory Committee for a two-year term: - Tina Baithwaite, Jimmy Little, and Ron Day.

Peters moved; Johnston seconded

Vote: 5 yes; 0 no

M17-74

Supervisor Peters:

- Pulled the item hoping Nate would be here. This is a very critical need for the North County, as well as the underserved areas in the South County. Wanted to thank Nate and thank Jimmy Little who is willing to serve on the Advisory Council. Feels Mr. Little is well suited for this council.

Supervisor Stump:

- Ron Day was originally on the Digital 395 advisory Council so he brings some institutional knowledge to the council. Also thank you to Tina, Tribal Chair.

8. CORRESPONDENCE RECEIVED

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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. Letter from Range of Light re Support of Trails Maintenance

Departments: Clerk of the Board

Letter from the Range of Light Group to Garrett Villanueva, in support of increased Trails Maintenance funding. The Board of Supervisors was cc'd on this letter.

9. REGULAR AGENDA - MORNING

A. Contract Award for The Crowley Lake Skatepark

Departments: Public Works

(Peter Chapman) - Proposed contract with Spohn Ranch, Inc. for the construction of The Crowley Lake Skatepark project.

Action: Amend FY 2016-2017 Capital Improvement Projects Budget (GL Account Numbers 190-18-725-18100 and 190-18-725-52011) by \$455,000 to allow for construction expenses and reimbursement from County Services Area #1 (CSA1)

Stump moved; Peters seconded

Vote: 5 yes; 0 no

M17-75

Action: Identify Spohn Ranch, Inc. as responsible bidder submitting the lowest responsive bid; 3) approve and authorize Public Works Director's signature on contract with Spohn Ranch, Inc. for The Crowley Lake Skatepark project in an amount not to exceed \$549,880.00; 4) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

M17-76

Peter Chapman:

- Went through his staff report. CSA 1 put a lot of time and effort into this project. They received 5 bids; feels this was a competitive process. Read the recommended actions.

Leslie Chapman:

- Recommends taking action #1 separately, requiring a 4/5ths vote.

Supervisor Stump:

- The County's Finance director has confirmed the funding through the CSA is available.

Note:

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- This project was decided on after a lot of community input. This is a county project, and should be managed as a county project. There will be an ongoing contribution toward maintenance. Part of this contract will involve the consultant visiting the community for design components.

Supervisor Johnston:

- When bids come in with such a wide range of cost, he wonders if this low bid is truly bonafide or are they going to come back with extra costs?
- Wants to make sure the business side of this, the soft costs, are managed and addressed moving forward.

Peter Chapman:

- Feels this is a good bid; the engineering department's estimate was approx. \$525k. Spohn Ranch is out of the Los Angeles area. They specialize in government contracts. The work will be managed by Public Works staff, namely himself. Soft costs are not part of the project bid.

Jeff Walters:

- Peter is budgeted as part of PW staff and this project is just one of his projects.

Leslie Chapman:

- Supervisor Johnston is correct, this has been an issue for awhile, as to when we include soft costs, and how to include them. Should have a workshop to address this in the future.
- Reminder that CSAs are County organizations that exist on mostly property taxes. They take up a tremendous amount of a community member's time, but clarify this is County money that is under the authority of the Board of Supervisors

Supervisor Peters:

- Sees this a great opportunity to partner with a community that is dedicating a large amount of resources. Would like to know how this looks in the future, how it's maintained, etc. Glad to see this happening for a public project.

PUBLIC COMMENT:

Kim McCarthy, President of CSA:

- Reiterated the ongoing maintenance part of this project. Feels Peter has done a fantastic job presenting this project to the Board. Going to be a great project for the kids in the community. Very happy to have this before the board today.

John Connelly:

- Supportive of this project.

B. Public Hearing for Establishing a Cemetery Fee Schedule

Departments: Public Works

PUBLIC HEARING - 10:00 a.m. (10 minutes)

(Peter Chapman) - Public hearing regarding an ordinance of the Mono County Board of Supervisors establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

Action: Introduce, read title, and waive further reading of proposed ordinance.

Supervisor Corless:

- County Counsel is advising that we delay action until the second item with the ordinance, so there will be one action to consider both items together.

Peter Chapman:

- Went through staff report. This is a continuation of a 2007 action item. This is a public hearing, noticed publicly for three weeks. Cemeteries don't make money, this is going from a free structure to a more systematic structure.

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PUBLIC HEARING OPEN

Supervisor Stump:

- Read a letter from Paul Burdeno into the public record.

Gary Nelson:

- He has been trying to help get this resolved for many years. He is retired, on a fixed income. Wants to know how long these fees are good for? Will these increase in 10 years? What other costs are we not aware of that might come into play? Thinks he can afford the cost now, but not sure his loved ones will be able to afford the future costs.

Peter Chapman:

- It has taken 10 years until now to get to this point. He doesn't see coming back to amend the fee schedule for some time.

Stacey Simon:

- We are limited in the fees the County can charge; we can only impose fees to directly cover the County's costs. If someone makes a reservation now, those are the fees they will pay.

Supervisor Stump:

- Wants to define "historic". Feels people who have put their name on an interest list but have been told they have to wait should be considered historic.

Board discussion regarding where the fees go, whether into an innoprise fund or a separate cemetery fund.

PUBLIC HEARING CLOSED

Peter Chapman:

- There are approximately 27 people on a waiting list, each person can request up to 4 plots. 2007 moratorium comments by Evan Nikirk stated that the moratorium would be to prevent a "land grab".
- Has some data on the list, may have date requested as well as how many plots people were asking for.
- In the Nov 2007 minutes, the county put a moratorium on reservations, not a moratorium on burials.

Christy Milovich:

- Definition of historical on page 2 of Ordinance, section E, would come down to whether the waiting list counts as a reservation.
- We would change language of our definitions of "historic" to match the Board's motion.
- There is a federal definition of "veteran".

Gary Nelson:

- He was told he could not reserve a plot because Public Works needed to map plots, etc. He put his name on the list a long time ago.

Member of the Public:

- There are bodies in Mono Lake Cemetery that weren't Mono Co residents. Questions when they made reservations? What does someone have to do to prove they were on a list?

Supervisor Stump:

- Feels it was wrong to not allow reservations, but allow burials. There are a limited number of plots that were given to those who died but not to those who have lived here for many years. Feels it's a basic discrepancy.

Supervisor Peters:

- Feels the Ordinance has come from lots of discussions and meetings, someone should be able to reserve a plot going forward. For those who had intended to reserve since the moratorium, we should allow them to reserve and accommodate those on the existing list.

Supervisor Corless:

- Would like to clarify the definition of historic.

Note:

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Steve Noble:

- Prior to 2007, if you wanted a plot in Bridgeport, you went to Public Works and put your name on the plot you wanted.

Leslie Chapman:

- When you make a reservation, you pay the fee. The opening and closing fees are not paid ahead of time and would be subject to the fee schedule at that time.

Board consensus to allow those on the list to have their reservation fee waived but not open/close fees.

Board consensus to amend historic to mean to include people who were on the list or thought they were on the list prior to June 11, 2017.

Board consensus to follow the federal definition.

C. Cemetery Ordinance

Departments: Public Works

(Peter Chapman) - Proposed ordinance number ORD17-____ An Ordinance of the Mono County Board of Supervisors Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries.

Action: Introduce, read title, and waive further reading of proposed ordinance and fee schedule with changes as discussed.

Gardner moved for both items b and c; Peters seconded

Vote: 5 yes; 0 no

M17-77

D. Request for Snow Removal Assistance - Yosemite National Park

Departments: Public Works - Road

(Jeff Walters) - Upon its opening each spring, State Highway 120 through Yosemite National Park (YNP) provides a significant benefit to businesses and visitation in Mono County. The Board of Supervisors has actively supported and assisted YNP and Caltrans with snow removal and opening of Highway 120. The Park Service has requested assistance from Mono County again this year. In order to promptly respond the Board of Supervisors would need to authorize Public Works to provide snow removal assistance.

Action: Consider and potentially adopt Resolution R17-30, "Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities associated with the 2017 Opening of Highway 120 Within Yosemite National Park." Come back to report on monies spent and progress on

Note:

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project. Provide any desired direction to staff.

Johnston moved; Peters seconded

Vote: 5 yes; 0 no

R17-30

Jeff Walters:

- The parks have requested assistance from us and other agencies. His understanding is the Town has declined to assist but the Mountain has offered assistance. Assistance can only be accepted from other government agencies, so we would need to have an MOU or some other "employment" agreement in order to utilize the Mountain's resources.
- Went over specific areas of snow removal; no estimated date of completion.
- If approved, staff will continue to try to use regular work hours with minimal overtime. Cal Trans has started on the Tioga Pass.
- Avalanche training is tomorrow, and is mandatory for anyone working with snow removal on Tioga.

Stacey Simon:

- Handed out copy of proposed MOU with National Parks, discussed after the agenda was published. Minor changes were made, minor grammatical changes may be coming. Public Works Director would have authority to sign at that time.

General board discussion on strategy, plan, cost, etc.

Supervisor Gardner:

- Would like more information from the Parks Service, wants better updates for the residents and businesses. Wants to hear an estimated opening date, knowing that may change.

Leslie Chapman:

- Would like Jeff Walters and his crew to be able to go in and perform services, if he runs into problems then he can decide when it's time to pull off or change tactic. This can be open ended financially, giving Jeff Walters the authority to make decisions.

Supervisor Johnston:

- Would like to help but wants a limit on how much is spent. Would like to see it come back and report on progress before too much money is spent.

E. Public Hearing Regarding Resolution to Increase Recording Fees by \$1

Departments: Clerk-Recorder

PUBLIC HEARING - 11:00 A.M. (15 minutes)

(Shannon Kendall, Clerk-Recorder) - Public Hearing pursuant to Government Code section 66018(a) on proposed fee increase in the amount of \$1.00 for all recordable documents to offset cost of E-Recording program.

Action: Conduct a Public Hearing regarding proposed fee increase of \$1.00 for all recordable documents. Following the public hearing, review and potentially adopt Resolution #R17-29, Imposing a fee increase in the amount of \$1.00 for each instrument that is recorded by the County.

Johnston moved; Gardner seconded

Vote: 5 yes; 0 no

R17-29

Shannon Kendall:

Note:

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- Briefly went over staff report. This is a continuation from a year ago to raise fees. We need to get this in place for when we go live with our e-recording.

PUBLIC HEARING OPEN

Supervisor Corless:

- The Board received correspondence from Mammoth Lakes Board of Realtors in support of this fee increase

PUBLIC HEARING CLOSED

F. Memorandum of Understanding with Deputy Sheriffs' Association and Related Side Letters

Departments: CAO, Human Resources, Finance

(Leslie Chapman) - Proposed resolution approving Memorandum of Understanding with the Mono County Deputy Sheriffs' Association for January 1, 2017 through December 31, 2021. Proposed resolution approving Side Letters to Memorandum of Understanding.

Action: Adopt proposed resolution #R17-31, Adopting and approving a Memorandum of Understanding and Side Letters between the County and the Deputy Sheriff's Association. Provide direction to staff.

Gardner moved; Peters seconded

Vote: 5 yes; 0 no

R17-31

Dave Butters:

- Named each negotiating team.
- Overview of the process.
- Highlights of the terms of the agreement.

Stacey Simon:

- Found a minor discrepancy in dates in two side letters; provided updated versions for the Board. These letters will be exchanged within the Resolution itself.

Supervisor Stump:

- Concerned that MCPE members took harder hits last time around. Wants to see MCPE contract reflect these changes next time.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Drew Hild:

- Passed out a survey he conducted. Went through the available commercial buildings in the Mammoth Lakes area, available space, and average lease prices for each.

11. CLOSED SESSION

THERE WAS NOTHING TO REPORT OUT OF CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section

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54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

C. 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.

D. Closed Session - Initiation of Litigation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

13. REGULAR AGENDA - AFTERNOON

A. Public Hearing and County Election to Serve as Groundwater Sustainability Agency

Departments: County Counsel

PUBLIC HEARING 1:00 P.M. (30 minutes)

(Stacey Simon) - Public hearing regarding determination by Mono County to

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become a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) for those portions of the Owens Valley Groundwater Basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District. Provide any desired direction to staff.

Action: 1. Conduct public hearing and potentially adopt Resolution R17-32, Electing to serve as the Groundwater Sustainability Agency for portions of the Owens Valley Groundwater Basin within Mono County that are not within the boundaries of the Tri-Valley Groundwater Management District. Alternatively, direct staff to notify the State that the County is unwilling or unable to serve. 2. Discuss possibility of formation of Joint Powers Agency with one or more local agencies in the basin that are eligible to serve as groundwater sustainability agencies under the SGMA, or other local coordination regarding the development of a groundwater sustainability plan and direct staff regarding communications with some or all of those agencies.

Stump moved; Gardner seconded

Vote: 5 yes; 0 no

R17-32

Stacey Simon:

- There are two parts to this item. Part one is whether the Board wishes to serve as the agency, second part to discuss if there is another option in the future to working more collaboratively with other agencies, including Inyo County.
- Right now we only have bits of this basin, most of which is in Inyo. Deadline is July 1, 2017, or the state will come in and implement their fees. There are only three agencies who can serve: Mono Co, Wheeler Crest CSD, and Tri Valley Groundwater Mgmt District.
- Went through her staff report and map of area.

Supervisor Johnston:

- What would the problem be with allowing the State to manage this?

Supervisor Stump:

- State involvement in the basin means we are forcing the entities in the basin to deal with the State. If we don't opt to include the other areas, the State would become our "partner" in this plan. Community opinion is to keep the State out.

PUBLIC HEARING OPEN

Bob Harrington, Water Director for Inyo County:

- Has been working with Mono Staff as well as the Tri Valley Groundwater Mgmt District. Would like to answer Supervisor Johnston's question earlier: basins are subject to state intervention on a basin-wide basis. One area of unmanaged area means the State can manage the entire area and implement their fees. Urges the Board to adopt the whole area so we have a locally managed basin.

Glenn Inouye, Wheeler Crest:

- Reconfirm their support for this. If both Mono County and Inyo County file, our entire basin would be covered and managed locally. Appreciates all the efforts to get this going.

PUBLIC HEARING CLOSED

Supervisor Stump:

- California issues interpretations frequently, the Tri Valley has authority but no money. DWR representative email says we need to be ready because grants may potentially open up to fund groundwater sustainability. This is important because of the potential for the value of the agriculture land in the Tri Valley area to be diminished.

Bob Harrington:

- DWR has issued emergency regulations. Requirements are extensive, complicated. Estimates in the upper \$100k in costs.

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Stacey Simon:

- In order to cover these costs, we need to collaborate with other agencies.

Discussion of second part of item:

Stacey Simon:

- Addressed the letter received from Inyo County.
- For the full discussion on this item, please refer to the video available on the County website.

Supervisor Stump supports moving forward with items 2-4, authorize staff to pursue discussions

Board has Consensus

B. Public Hearing for Extension of Moratorium on Type II Short-Term Rentals & Outreach Plan

Departments: Community Development

PUBLIC HEARING 1:30 P.M. (30 minutes)

(Wendy Sugimura) - Conduct Public Hearing and consider and potentially adopt proposed ordinance #ORD17-05, An Interim Ordinance of the Mono County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan. Discuss outreach to engage communities on discussion of Type II rentals and other upcoming County policy issues, and provide direction to staff.

Action: Adopt proposed ordinance #ORD17-05, Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan. Discuss related outreach and policies and provide any additional staff direction.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

ORD17-05

Wendy Sugimura:

- Follow up on previously approved moratorium on Type II rentals. Last direction given by the Board was to take the Type II issue back to the communities; current staffing levels may not allow for this right away.

PUBLIC HEARING OPEN

No one spoke.

PUBLIC HEARING CLOSED

Supervisor Gardner:

- Feels the most important thing in this is understanding the process. Hoping that this will be able to be brought to public meetings more during the summer.

Supervisor Stump:

- Moratorium is county wide, important to extend it. Outreach was done a year ago and did not receive a lot of response. This time, many responses were received.

Supervisor Johnston:

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- Feels the moratorium needs to be extended, but Chapter 25 is a flawed experiment that will pit neighbor against neighbor and require people to keep coming back to hearings.

Outreach Plan

Wendy Sugimura:

- Lots of big projects coming up. How do we engage citizens and get them to participate? RPACs are in place, we have a standard method of outreach, mailing lists. Try to communicate with each community in the way they communicate. Recommendation is not to do a project specific outreach, but a general outreach. Specific outreaches become a burden for staff. Went through different options for direct mailings.

Board discussion regarding pricing and costs of mailing paper notices to residents/taxpayers.

Board consensus is to wait on outreach. Want to see research into mailing costs.

ADJOURN 4:15 p.m.

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

HELEN NUNN
ASSISTANT CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Regular Meeting on April 18, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Draft Minutes

History

Time	Who	Approval
5/10/2017 4:58 AM	County Administrative Office	Yes
5/9/2017 10:40 AM	County Counsel	Yes
5/5/2017 3:53 PM	Finance	Yes



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

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
April 18, 2017**

Flash Drive	Portable
Minute Orders	M17-78 to M17-86
Resolutions	R17-33 to R17-36
Ordinance	ORD17-06

9:00 AM Meeting Called to Order by Chair of the Board Corless.

*Supervisors Present: Corless, Gardner, Johnston, Peters, and Stump.
Supervisors Absent: None.*

*Break: 9:40 a.m.
Reconvene: 9:53 a.m.
Closed Session: 11:11 a.m.
Reconvene: 1:03 p.m.
Break: 2:20 p.m.
Reconvene: 2:26 p.m.
Adjourn: 4:15 p.m.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Supervisor Peters

- 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**
No one spoke.

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2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. **BOARD MEMBER REPORTS**

Reports are suspended in the interest of time.

Supervisor Stump:

- Last week during the cemetery discussion he used the word “capricious”; it was in reference to a prior Public Works Director, not our current Director.

5. **COUNTY ADMINISTRATIVE OFFICE**

Leslie Chapman:

- Suspended her report in the interest of time.

6. **DEPARTMENT/COMMISSION REPORTS**

None.

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. **Public Defenders' Office and Request for Contingency Funds**

Departments: Finance, CAO, County Counsel

The Public Defender’s Office continues to experience increased caseloads beyond that anticipated when the Fiscal Year 2016-2017 budget was formulated. Based on current spending levels, Finance estimates the Public Defenders' Office will exceed their budgetary cap by \$50,000 before the end of this fiscal year.

Action: Authorize \$50,000 of contingency funds for unanticipated spending requirements in the Mono County Public Defenders' Office. Provide any direction to staff. A 4/5ths vote is required.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-78

B. **Second Amendment to Aspen Street Contract**

Departments: Public Works

Second Amendment to agreement with Aspen Street Architects increasing annual contract limit from \$65,000 to \$150,000 without increasing the total contract limit.

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Action: Approve County entry into proposed contract amendment and authorize CAO, Leslie Chapman to execute said contract on behalf of the County. Provide any desired direction to staff.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-79

C. Proposed Ordinance Establishing a Fee Schedule for Services at Public Cemeteries

Departments: Public Works

Proposed ordinance establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

Action: Adopt proposed ordinance #ORD17-06, Establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

ORD17-06

D. Proposed Ordinance Revising Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries

Departments: Public Works

Proposed ordinance, An Ordinance of the Mono County Board of Supervisors Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries.

Action: Adopt proposed ordinance # ORD17-07, Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries, and lift the current hold on cemetery reservations from 2007.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

ORD17-07

E. Proposed Revisions to YARTS JPA Agreement and ByLaws

Departments: Clerk of the Board

At the February 22, 2017 meeting, the YARTS Board of Directors acted to review a proposed revision of the Yosemite Area Transportation System Joint Powers Authority Agreement and voted to approve sending same to Boards of Supervisors of each of the member-counties for review and approval.

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Action: Approve the YARTS JPA Agreement and authorize Chair of the Board to sign on behalf of Mono County Board of Supervisors. Provide direction to staff.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-80

F. Out of State Travel Request - Supervisor Gardner

Departments: Clerk of the Board

Travel approval for Supervisor Bob Gardner to attend the National Association of County's Western Interstate Region Conference in Deschutes County, Oregon, May 24-26.

Action: Approve out of state travel for Mono County Supervisor Bob Gardner (the county's NACo alternate representative) to attend the NACo Western Interstate Region Conference in Deschutes County, Oregon, May 24-26.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M17-81

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. USPS Letter re Topaz Post Office

Departments: Clerk of the Board

Letter dated March 13, 2017 to the Board of Supervisors from the US Postal Service regarding the Topaz Post Office.

Supervisor Peters:

- He was not expecting this; he is looking forward to their findings with regard to this. This post office served about 65 boxes, and he has not heard of any complaints from residents about having to use the Coleville Post Office. He is happy to pass along any Board comments to the USPS at their meeting in May.

9. REGULAR AGENDA - MORNING

A. Proclamations Designating the Month of April, 2017 as Sexual Assault Awareness Month and Child Abuse Prevention Month

Note:

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Departments: Clerk of the Board

(Susi Bains, Wild Iris) - April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This item is an annually recurring request from Wild Iris.

Action: Approve the Child Abuse Prevention Proclamation.

Stump moved; Johnston seconded

Vote: 5 yes; 0 no

M17-82

Action: Approve the Sexual Assault Awareness Proclamation.

Johnston moved; Gardner seconded

Vote: 5 yes; 0 no

M17-83

Susi Bains:

-
- On 4/29, they will be screening a documentary about childhood trauma and toxic stress.
- Passed out awareness pins to the Board; blue for child abuse, teal for sexual assault. Thank you for the support.

Supervisor Corless:

- Thank you to Wild Iris for their amazing work. Read the proclamations into the record.

B. Employment Contract with Jay Sloane as Risk Manager

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Jay Sloane as Risk Manager, and prescribing the compensation, appointment and conditions of said employment.

Action: 1. Announce fiscal impact. 2. Adopt Resolution #R17-33, Approving a contract with Jay Sloane as Risk Manager, 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 (April 4 to June 30th) is approximately \$32,549 of which \$19,992 is salary; \$4,770 is the employer portion of PERS, and \$7,787 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$136,760 of which \$84,000 is annual salary; \$20,042 is the employer portion of PERS, and \$32,718 is the cost of the benefits.

Peters moved; Stump seconded

Vote: 5 yes; 0 no

Note:

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R17-33

Dave Butters:

- Outlined Jay Sloane's history with the county.

Supervisor Stump:

- Would like to commend the enthusiasm Jay brings to the position. Very supportive of this.

Supervisor Peters:

- A general question; is it standard in contracts for the 6 month clause if someone is let go without cause?

Stacey Simon:

- That is standard, but new contracts are a 12 month period.

Supervisor Corless:

- Happy to see Jay moving into this position.

C. Employment Agreement with Brad Braaten as Deputy District Attorney III

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Brad Braaten as Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment.

Action: 1. Announce fiscal impact. 2. Approve Resolution #R17-34, Approving a contract with Brad Braaten as Deputy District Attorney III, 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 (April 8 to June 30th) is approximately \$42,567 of which \$26,145 is salary; \$6,238 is the employer portion of PERS, and \$10,183 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$187,518 of which \$115,176 is annual salary; \$27,481 is the employer portion of PERS, and \$44,861 is the cost of the benefits.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

R17-34

Dave Butters:

- Outlined Brad Braaten's employment with the County.

Supervisor Stump:

- Understands the disparity between the DA office and County Counsel has been corrected.

D. Employment Contract for Environmental Health Manager

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Louis Molina as Environmental Health Manager, and prescribing the compensation, appointment and conditions of said employment.

Note:

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

Action: 1. Announce Fiscal Impact. 2. Approve Resolution #R17-35, Approving a contract with Louis Molina as Environmental Health Manager, 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 (April 8 to June 30th) is approximately \$37,112 of which \$22,794 is salary; \$5,439 is the employer portion of PERS, and \$8,878 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$163,487 of which \$100,416 is annual salary; \$23,959 is the employer portion of PERS, and \$39,112 is the cost of the benefits.

Johnston moved; Gardner seconded

Vote: 5 yes; 0 no

R17-35

E. Employment Agreement for Director of Behavioral Health

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Robin Roberts as Director of Behavioral Health, and prescribing the compensation, appointment and conditions of said employment.

Action: 1. Announce fiscal impact. 2. Adopt Resolution #R17-36, Approving a contract with Robin Roberts as Director of Behavioral Health, 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 (April 18 to June 30th) is approximately \$37,047 of which \$22,755 is salary; \$5,429 is the employer portion of PERS, and \$8,863 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$182,497 of which \$112,092 is annual salary; \$26,745 is the employer portion of PERS, and \$43,660 is the cost of the benefits.

Peters moved; Stump seconded

Vote: 5 yes; 0 no

R17-36

Leslie Chapman:

- Wanted to point out the slight difference in this agreement, this is tied to the potential salary survey; this salary would be adjusted within 3 months.

Supervisor Peters:

- Has interacted with Robin Roberts and her department, he appreciates all she's done to help him in his job as Supervisor.

Supervisor Stump:

- Requested that the source of the funding be stated in the future in the interest of transparency.

Note:

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

F. Authorization to Bid for the 2017 Pavement Preservation Project – North Shore Drive, Zones of Benefit (ZOBs), and Airport Aprons.

Departments: Public Works - Engineering Division

(Paul Roten) - This project will provide pavement preservation to North Shore Drive, the June Lake Highlands, and the airport aprons at Bryant Field and Lee Vining Airport.

Action: Approve bid package, including the project manual and project plans, for the 2017 Pavement Preservation Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Johnston moved; Peters seconded

Vote: 5 yes; 0 no

M17-84

Paul Roten:

- Outlined his staff report.
- Zone of benefits are where people in subdivisions sometimes have roads that are not included in the County's maintained roads. The County has a responsibility to keep up those roads. The County is acting as manager, engineer, and contractor for the board of homeowners.

Supervisor Johnston:

- This is innovative, proud of this project.

G. Sheriff Vehicle Comparison and 5-Year Fiscal Gap Analysis

Departments: Public Works - Motor Pool, Finance

(Jeff Walters, Janet Dutcher, Sheriff Braun) - Presentation by Jeff Walters, Director of Fleet Services regarding the purchase of Sheriff's vehicles including a comparative analysis of the Chevy Tahoe, Ford Expedition and Ford Interceptor, and Presentation by Janet Dutcher, Finance Director quantifying the gap between vehicle needs and available financing associated with replacement of the Sheriff vehicle fleet.

Action: Hear a presentation regarding comparison of potential Sheriff replacement vehicles. Also hear separate presentation about Motor Pool accounting practices and Finance recommendations concerning Sheriff Motor Pool replacement reserve. Provide any desired direction to staff.

Jeff Walters:

- Handed out pictures of the three vehicles considered for the Sheriff's department. There were several requests for vehicles; a jail transport unit and patrol vehicles. Went through his staff report, outlined the differences in vehicles.
- Potential to replace 7 vehicles this year, 8 next year, 5 the following, and on.

Supervisor Stump:

- Is radar a new feature in our vehicles? He gets "speed requests" often, and feels speed surveys should be done.

Note:

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- Appreciates the financial suggestions; concerned on how to bridge the gap in funding.
- Has experienced the long term financial impact of trying to financially support vehicles that were not intended for the uses they were needed for.

Sheriff Braun:

- Have not had radar in the vehicles before. Would primarily use radar in the areas of Highway 395 where the speed limit is reduced, such as Bridgeport and Lee Vining.
- Explained the Interceptor does not handle the terrain as well as other vehicles, believes the Tahoe is the best choice for what her department's various needs are. The Ford Interceptor or the Expedition must be upfitted much more than the Tahoe; they require more money invested in them to make them comparable to the Tahoe.

Janet Dutcher:

- Presented a power point of the information contained in her staff report.
- She and Jeff Walters have put together a plan to look at all the vehicles in the pool and evaluate each.
- There is a cash flow issue and it will need to be bridged internally.
- This plan has taken 4 months to put together, but this will go more smoothly in the future. The full cost, including replacement cost, needs to be charged to the user. When we don't have enough money to replace a vehicle, this plan will rectify that.

Supervisor Johnston:

- Questioned why other Highway Patrols use the Interceptor but we don't want to use them.
- Objects to spending this kind of money on vehicles, then spending money to upfit them, when there are less expensive options.

Leslie Chapman:

- Does not support using salary savings to support other expenditures, as they are usually temporary.
- Believes Janet's plan to bridge the financial gap will work.

Supervisor Gardner:

- Has been the micromanager, and has made decisions to buy cheaper vehicles and has seen the effects of such. Believes this is a good plan to choose vehicles.
- Understands we've had a motor pool but we haven't been managing it properly, going forward we will be managing this more efficiently.

Supervisor Peters:

- Would support a delineation between Sheriff vehicles and other motor pool cars. Has been made aware of deficiencies in current vehicles.
- Would like the management and the ongoing maintenance of the fleet to come back to the Board at some point.

Supervisor Corless:

- Supportive of purchasing the Tahoes, appreciates the context in this discussion. Feels using a professional upfitter for our safety vehicles is essential.

Direction for finance model

Board consensus to support Janet's finance plan

Supervisors Peters, Stump, Gardner, and Corless:

- All supportive of going with the Tahoe, as recommended by the Sheriff

Supervisor Johnston:

- We don't need luxury vehicles in the fleet, feels the Tahoe is inconsistent with what has been done in the past.

Member of the Public, Bridgeport:

- It's not about luxury cars, it's about having the right tool for the job.

H. Review of Need for Continuation of Local Emergency - Severe Winter Storms

Departments: CAO, Sheriff

(Leslie Chapman, Ingrid Braun) - On January 31, 2017 the Mono County Sheriff

Note:

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

declared a state of local emergency as a result of extreme winter weather. The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Sheriff Braun:

- We are still under a state of local emergency for both this item and the next. We are expecting more snowmelt and runoff, a long way to go before we see the end.
- The Walker Rivers are of great concern and need to be monitored closely.

Supervisor Peters:

- The Record Courier had an article about riverbank stabilization methods in the Carson area in anticipation of more runoff and flooding.

Supervisor Stump:

- CA Fish and Wildlife has restrictions on what can be done next to streams and rivers. Does the overall state of emergency allow for inmate crews to work on flood mitigation efforts?

Jeff Walters:

- He can look into the possibility.

I. Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

Departments: CAO, Sheriff

(Leslie Chapman, Ingrid Braun) - On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

11. CLOSED SESSION

Note:

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

There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

C. Closed Session - Existing Litigation

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

12. REGULAR AGENDA - AFTERNOON

A. South County Facility Workshop

Departments: CAO, Public Works

THIS ITEM WILL BEGIN AT 1:00 P.M. 1 hour (15 minute presentation, 45 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino, providing updated analysis on South County Facility options.

Action: Conclude negotiations with Sierra Center Mall (SCM) owners, recognize the latest proposal as the final proposal, and direct staff to prepare final cost comparisons based on this proposal.

Gardner moved; Peters seconded

Note:

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

Vote: 5 yes; 0 no

M17-85

Action: Direct staff to draft preliminary agreement with Town of Mammoth Lakes relating to the Development of a Civic Center on the McFlex property. Draft preliminary procurement documents for planning, environmental analysis and engineering of a Civic Center on the McFlex property. Prepare an analysis of County-owned space availability and potential strategies for utilizing available space, in an effort to further reduce the space needs and associated cost of a South County Facility. Prepare final cost and financing comparisons and staff recommendations for Board consideration at the May 16th Board meeting.

Gardner moved; Peters seconded

Vote: 4 yes; 1 no: Johnston

M17-86

Tony Dublino:

- Explained each recommended action, went through his staff report.

General Board Questions for Tony

Historical cost of leasing county office space

Cost per employee, square feet per employee

Cost inclusions

Available / other vacant space in Mammoth

County has occupied space in Mammoth since the 1990's; Behavioral Health since the 80's.

PUBLIC COMMENTS:

Drew Hild, co-partner of Sierra Center Mall:

- Made an offer of additional space at a reduced lease rate if the Board will commit to moving forward with a long term lease at the mall. Gave handout of his cost analysis.

Tom Cage:

- Would like to see the County and Town own their own property.

Jay Bretton:

- Believes the \$600/sf estimates to build new are very understated. Gave the Supervisors a handout with his estimates. Does not believe the County can afford or should spend that kind of money.

Greg Eckert:

- Bothers him that there are 10,000s of square feet of commercial space that are potentially going to be vacated. There are not enough businesses to refill that space. The economic development arm of the county is going to cause a huge economic problem for the rest of the county. Suggests buying the SCM.

Matthew Lehman:

- Not advocating one leased space over another, but agrees that vacating the county's existing spaces will leave those spaces empty and negatively impact the Town.

Christopher Wiles:

- Feels the County should not be spending tax money on this. We need safety and fiscal responsibility.

Tony Dublino:

- We cannot talk about shrinking existing space (SCM) without redesigning it.
- We did propose purchasing the SCM and the idea was rejected by the owners.
- Fiscal responsibility is the question before us.

Note:

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

Leslie Chapman:

- To clarify, we are not going to finance a new building on top of our current financial responsibilities. The financing for the new building would be instead of, not in addition to.

B. Bi-Annual Projects Workshop

Departments: Public Works

(Joe Blanchard) - Workshop on the Project Approval Process and the County Comprehensive Projects Plan List.

Action: Review staff recommendations and accept prioritization of projects for the 2016/2017 budgeted work plans or reprioritize and accept changes. Provide any desired direction to staff.

Joe Blanchard:

- Went through his staff report, outlined each completed, in progress, and future projects.
- Project requests go through an approval process.

Supervisor Stump:

- Does not see anything for Benton on the list, asked where the money is that has been set aside for this area. Disturbed that end of the County seems to be ignored. Would like to see acknowledgement of the Benton Ballfield project.

Supervisor Gardner:

- He does not have a list of pet projects. Wants to know what the criteria is for a project?
- A safety item should be done sooner than a non-safety project.

Supervisor Peters:

- We need to maintain what we already have; the age of our recreational facilities mandates their regular maintenance. He doesn't see any "ferris wheels" on the list.

Garrett Higerd:

- Safety projects are prioritized higher, such as roads; some are subject to grant funding that may or may not be available at all times, or from the general fund, and all have limited staff resources.
- Envisions through the next budget cycle, he would like to better clarify the years the projects will be delivered in. Aims to bring this back in more of a five year layout to better explain when a project may be completed. "On time" is a factor in project delivery.

PUBLIC COMMENT:

Steve Noble:

- CSA#5 has been active in improving things in Bridgeport. Many of their projects don't need a lot of Public Works involvement, but they do need county input to move along. Very proud of what's been accomplished.

Supervisor Johnston:

- Sees solar projects in other areas, why can't we do that too? It's on the list but would like it to be a higher priority.

Joe Blanchard:

- Solar has been looked into, particularly on Memorial Hall roof. The roof was replaced with solar in mind. Right now, there isn't funding for it.

Garrett Higerd:

- Currently at capacity for projects through this fiscal year. They need to know what prioritization to give future projects for next year.

Note:

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

ADJOURN at 4:15 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**HELEN NUNN
ASSISTANT CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Special Meeting on April 18, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/10/2017 4:56 AM	County Administrative Office	Yes
5/11/2017 9:14 AM	County Counsel	Yes
5/5/2017 3:53 PM	Finance	Yes



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

MEETING LOCATION Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z, Mammoth
Lakes, CA 93546

**Special Meeting
April 18, 2017**

Flash Drive	Portable
Minute Orders	None
Resolutions	None
Ordinance	None

4:30 PM Meeting Called to Order by Chair of the Board Corless.

Supervisors Present: Corless, Gardner, Johnston, Peters, and Stump.

Absent: None.

Break: 6:44 p.m.

Reconvene: 6:53 p.m.

Adjourn: 8:18 p.m.

Due to a clerical error, the Town Council's participation in this meeting was not properly noticed and thus, the meeting proceeded as a meeting of the Mono County Board of Supervisors only.

Pledge of Allegiance led by Mammoth Lakes Mayor Shields Richardson.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Rich Boccia, Mammoth Lakes Recreation:

- It's time to take some action regarding Vons and the lines down the aisles with only 3 checkers.

2. AGENDA ITEMS

Note:

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

A. National Weather Service Briefing

Departments: Sheriff

(Sheriff Ingrid Braun) - Presentation by Chris Smallcomb from the National Weather Service Reno regarding winter recap, spring and summer weather outlook.

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

Sheriff Ingrid Braun:

- Introduced Chris Smallcomb and Edan Weishahn from the National Weather Service forecast office in Reno.

Chris Smallcomb:

- Introduced himself, presented his power point on spring flood and summer fire seasons briefing.

B. Cannabis Workshop

Departments: Community Development

(Cannabis Joint Committee) - Presentation by Paul Smith of RCRC and Town and County staff regarding Cannabis regulations.

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

Paul Smith, RCRC:

- Went through his presentation. This power point is available under Additional Documents on the website.

BOARD QUESTIONS:

Supervisor Johnston:

- Asked why it appears the larger counties appear to be banning rather than regulating?

Supervisor Gardner:

- Is there an analysis of what's going on in other counties to be able to see what others are doing?

Supervisor Stump:

- Given the deadline of January 1, 2018, any movement to push back the date to allow state regulations to be issued and allow counties and towns to research and develop all the protocols that need to be developed?
- Any estimate on costs counties may incur in meeting all the requirements?
- The choices are to ban outright, create local regulations, or allow the State to regulate? Are there agencies that have opted out?

Supervisor Peters:

- Any benchmark dates that the Feds have put out that we have to look forward to?

Paul Smith, RCRC:

- Some of the counties that are banning appear to either be conservative or perhaps it's fear of the unknown. We don't have a regulatory structure in place.
- Currently, there is not one central clearing house for information on other counties. Government administration does want one central location for jurisdictions to send ordinances to, but right now information is mostly between counties and CAOs.

Note:

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

- Short answer to pushing back the January 1 deadline is I don't think so – doesn't see the admin moving back the date, all proceedings are working toward a January 1 date. What will be in place? There are rumors of a provisional or temporary licensing scheme. It will be hard to get a full license on Jan 1, but applications will be available. The time frame for review and issuance is unknown.
- As far as costs, suggested reaching out to Humboldt, Mendocino, and other colleagues to see what they have spent. The challenge is that the costs may be why some counties will be in, some will be out.
- There are no upcoming dates on the Fed side, but keep your eyes on the federal budget. The State side has more clarity, more defined dates: Key windows, end of April for the feds, end of April for state regulations, mid June for significant updates to statutes, then the end of the session for updates to statues, and state regulatory agencies will issue things in August on the recreational side.
- There will be some jurisdictions that will stay silent, it remains to be seen how the State views that. If an agency does not create a regulatory structure, the State will not issue licenses.

Michael:

- The Town is working on departmental draft regulations now, should have a draft by end of May and do more community outreach in June and July.

Pam Kobylarz:

- A public workshop will happen on April 26th at 6pm, seeking public feedback at that time.

C. Sierra Center Mall Lease Proposal

Departments: Clerk of the Board

(Drew Hild; Paul Rudder) - Presentation of a lease proposal for Sierra Center Mall from Landlords, Drew Hild and Paul Rudder.

Action: None. Informational Only.

Drew Hild:

- There is space at SCM to accommodate both the County and the Town. Asks that we get direct Supervisor engagement to be able to get to the bottom line quicker.
- Original estimated need of 42,000 sf, always need to build larger than your initial needs. Lots of other costs involved in new buildings; he mentioned many costs that are not in the new building cost estimate.
- Gave a handout of cost estimates.

Supervisor Corless:

- The Board has been participating, but the Board operates as a whole, not as individuals. Staff was directed to participate for the Board.

D. South County Facility Workshop

Departments: Public Works

(Tony Dublino) - Presentation by Tony Dublino, providing updated analysis on South County Facility options.

Note:

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

Action: Receive Presentation and Provide Direction to Staff.

Tony Dublino:

- Summarized discussion from earlier Board meeting, to prepare an analysis for presentation to the Town.
- He is looking at the County's needs and finances, not to speak for the Town or lobby for their participation.
- Believes the McFlex parcel is the only location where a Civic Center could be located that would include the courts, police, hospital, Town, and County offices.
- The issue of vacating existing space is a legitimate question.
- He feels if the county is to have an analysis of its potential construction costs, it would not be from the person who stands to benefit the greatest from a lease renewal.

Pam Kobylarz, TOML:

- Went through her power point.

Chris Taylor, HMC Architects:

- Hired over a year ago to look at the civic center, asked by both town and county. Their evaluation is an add on report. Cost estimate was conservative, used larger office spaces and hallways, assumed "government level" building. Some spaces were too large and grossing factor was high.
- Second largest firm in CA doing government public works.
- Went through power point.

PUBLIC COMMENT

John Wentworth:

- Town wants to engage in this conversation, would like to reschedule the meeting so they can. Town and county have different constituents; will be interesting to see how these two agencies can work together on a joint project.

Supervisor Stump:

- Many constituencies are the same people; the offices that are here serve the caseload that reside in Mammoth.

Jay Bretton:

- His figures from earlier come from 35 years of developing ski properties, used costs from actual projects in other ski areas.

Dan Holler, TOML:

- Would like a decision by Nov-Jan; have not yet had a discussion with their landlord at Minaret Mall. Have not done an analysis to whether there is sufficient space for them at SCM.

Tony Dublino:

- Direction received earlier is sufficient for him to move forward.

ADJOURN at 8:18 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

Note:

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

HELEN NUNN
ASSISTANT CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Regular Meeting on May 2, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/10/2017 4:59 AM	County Administrative Office	Yes
5/9/2017 10:44 AM	County Counsel	Yes
5/5/2017 3:53 PM	Finance	Yes



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

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

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

Regular Meeting
May 2, 2017

Flash Drive	Board Room Recorder
Minute Orders	M17-87 to M17-91
Resolutions	R17-37
Ordinance	ORD17-07 not used

9:00 AM Meeting Called to Order by Chair of the Board Corless.

*Supervisors Present: Corless, Gardner, Johnston, Peters, and Stump.
Supervisors Absent: None.*

*Break: 11:08 a.m.
Reconvene: 11:19 a.m.
Closed Session: 12:20 p.m.
Reconvene: 1:10 p.m.
Adjourn: 2:30 p.m.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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

No one spoke.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting of April 4, 2017, as corrected.

Gardner moved; Stump seconded

Vote: 5 yes; 0 no

M17-87

Supervisor Johnston:

- Page 8, Supervisor Stump's comment should say "regressive nature of these taxes".
- Page 8, his comment should reference ESTA, not ESCOG.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Corless:

- ESCOG 4/21: Broadband consortium advisory council, planning; discussion of/interest in regional economic development; new website for ESCOG, thanks to the City of Bishop.
- MUSD Master Facilities Planning—HMC architects staff led an engaging, productive session reviewing proposed improvements to all three school sites, planning for a 2018 bond measure to fund improvements.
- RCRC Tour and Board Meeting in Tehama County: see attached meeting highlights list...
- Behavioral Health Advisory Board: look for appointment of new board member, report, resolution coming on May 16.
- Notice from INF regarding closure of Mammoth Stamp Mill area—public meeting May 15.
- Federal PILT update—funded in 2017 Omnibus Appropriations Bill at 3% increase over 2016—good news.
- Community Conversation scheduled for May 31 at Mammoth Brewing.
- Board consensus on letter re: National Monuments Executive Order?
- Close meeting in memory of Debbie Frievalt.

Supervisor Gardner:

- On April 19 Supervisor Peters and I joined Caltrans staff and others for a briefing and tour of Tioga Pass snow removal operations. It was very instructive to see how they clear the road. The risk of avalanches and rock slides is constant and worse with the still large amounts of snow. Caltrans provided information on past year openings with heavy snowfall. These range from June 17 and June 18 in 2006 and 2011 respectively, to June 24, June 30, and July 1 in 2005, 1995, and 1998. No estimated date has been set yet, but Caltrans was at Warren Creek at their last update, and Yosemite was at Siesta Lake as of last Friday. No dates on the opening of Sonora Pass either. Monitor Pass has been cleared through but is still being cleaned up, according to the latest update. Caltrans is providing weekly updates on all these roads.
- On April 20 Supervisor Peters and I attended the last CSAC New supervisor sessions in Sacramento. I trust the Board will see the impact these sessions have and will have on our performance.
- On Friday April 21, I attended the ESCOG meeting for Supervisor Johnston. There was good discussion and support of the Inyo/Mono Broadband Consortium, plus a brief discussion of a proposal for an Eastern Sierra Economic Development Authority. I found the ESCOG meeting very useful and full of opportunities for future regional progress.

Note:

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- On Friday I also attended an ESTA meeting. The complete agenda is on the ESTA website. One item of interest is the Board approved extension of the amendment to the ESTA By-Laws allowing an at-large member from Mono County as a member of the ESTA Board. This item will be coming before our Board later this month.
- Last Tuesday I attended the Economic Development Commission meeting in Bridgeport. There were many updates provided at this meeting, which were very useful. I was impressed with the great effort our County staff have made in publicizing the fishing season opening, and the hard work from our Roads staff in getting so many roads open. Thanks for really going all out this year!

Supervisor Johnston:

- Thanked Supervisor Gardner for sitting in for me at the ESCOG meeting held on May 21st. Attended the CPT meeting in place of Chair Corless. Items included the Agency Roundtable - various agencies reported on activities. Doug Powers had a very good video on training activities at the Marine Corps Base. CALTRANS reported on pass opening progress - they are publishing a weekly report to keep everybody updated. Also reviewed the Reds Meadow Road Rehabilitation project, the California Bicycle and Pedestrian Plan, and the Regional Housing Study and Action Plan (handed out the Housing Survey due back by May 26th.) Attended the Mammoth Lakes Housing meeting. They are leading the Housing Study noted above. Expect the Studies will be completed in the fall. Noted that there are over 50 families on the housing waiting list. MLH decided to buy back and resell an affordable unit to help keep that unit available for affordable housing. Finally, the Town is reviewing their past revenue measures and funding commitments attached thereto (since the Town's airport lawsuit, MLH funding has been cut nearly in half).

Supervisor Peters:

- 19th Cal Trans Tioga
- 19th Town Hall in Walker – Social Services Presentation Kathy Peterson, Pat Espinosa, Michelle Raust, Carolyn Williams, Francie Avitia
- Pat West (PHHC) Discussed Hospice Opportunities
- Bob Rooks EMS Presentation
- 70 people attended and most stayed until the end
- 20th New Supervisors Institute Sacramento
- 20th BP RPAC Discussed CHP Office letter and Main Street Banner
- 23rd Met with Ranch operators Centennial about drainage and flooding issues
- 27th Town Hall BP CDFW T Taylor D Emory and Lt Bill Dailey (Game Warden) and Jeff Simpson Economic Development, BFEF, Gun Club, Resort Owners Twin Lakes and Virginia Lakes attended
- 28th Viewed the meeting about the plans for the South County facility held in Mammoth that laid out the civic center vision
- 28th Eastern Sierra Land Trust Executive Director Kay Ogden
- 30th Met with Donna and Jeff Simenson re: nightly rental
- 1st Nate Greenberg, Jimmy Little and Ron Day regarding Broadband Consortium and Race Communication
- Cannon rehabilitation
- June 3rd Annual Gun Rights Dinner- Bridgeport Gun Club

Supervisor Stump:

- 4-19 - Met with the head of the Osage Homeowners Association about drainage issues in the Osage zone of benefit. Thank you to Paul Rotan for also being there.
- 4-19 - Tri Valley Water Commission. Thank you to Scott Burns for attending
- 4-20 - Planning Commission. B&B Approved for the old Alper's home; Parking Changes for the June Lake Brewery; Race Projects for both Lee Vining and Crowley

Note:

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

- Thanks to the Road Department for their work on the roads in the Sierra Springs area of Crowley. A new product and process was used to treat large curb to curb lateral cracks. Mono City also received this treatment.
- I discovered that the pre-engineered solar system plans are out of engineer stamp date. I encourage Building to get them restamped with a valid date.

5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

April 19 & 20 - Coffee with the CAO –

- In Mammoth, we discussed the South County facilities and debriefed the board meetings from the day before. Staff feels that there is not proper/enough communication with the board regarding the poor building conditions.
- In Bridgeport, staff wanted to discuss in detail the procedure, philosophy and details for the agreement with the Deputy Sheriff's Association, and how that might impact future negotiations.

April 19 –

- Teleconference with fellow CAOs regarding topics for the upcoming conference including IHSS, Cannabis, and general economic and management sessions.
- Attended Town Hall Meeting in Antelope Valley where many Social Services programs were discussed along with Hospice and EMS services.

April 21 – Attended a CSAC class on Intergenerational Leadership. Great speaker, good information.

April 25 –

- Attended the Tourism Commission meeting in Bridgeport where several events that will impact tourism were discussed including the opening of the passes.
- Met with Clerks office regarding agenda preparation and the challenges of getting and approving last minute items.

April 26 – Held Assistant CAO interviews. We have a successful candidate and we are working through details and hope to have a contract for approval at the May 9th board meeting.

April 27 – Attended the Bridgeport Town Hall meeting. All about fish! Good attendance.

April 28 –

- Attended a wrap up meeting for the charrette process with Town and County staff along with HMC Architects regarding South County offices. We got to look at preliminary, draft site plans and a potential building configuration that will be presented at the May 16th board meeting.

Future –

- EMS Chief interviews are scheduled for Monday, May 8th.
- Board Governance Workshop on Tuesday June 6th
- Regular Board meeting June 7th
- Strategic Planning Workshop Monday June 12th starting with departmental brainstorming session in the morning and the Board workshop starting at 1:00.

6. DEPARTMENT/COMMISSION REPORTS

Sandra Pearce, Acting Public Health Director:

- Passed around a handout and flyers regarding the Miles of Smiles Program.
- Gave an overview of the program and the accomplishments.

Sheriff Braun:

- Fun weekend with Little League opener and Fishing opener. Lakes were filled with boats, very successful event.
- This Saturday is the Eastern Sierra Law Enforcement Expo at the Tri Valley Fairgrounds in Inyo County.

Note:

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Robin Roberts:

- She has been working on the Mental Health Services Act on the Oversight and Accountability Committee. As a part of that she was invited to work with the OAC. They wanted to pay her but she asked them to donate \$500 toward Davison House project.

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. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 3/31/2017

Action: Approve the Treasury Transaction Report for the month ending 3/31/2017.

Peters moved; Johnston seconded

Vote: 5 yes; 0 no

M17-88

B. Appointment to Mono County Children and Families Commission

Departments: Clerk of the Board

The Mono County Children and Families Commission requests the Board of Supervisors appoint Patricia Robertson to the First 5 Mono County Children and Families Commission. This item is sponsored by Supervisor Gardner.

Action: Appoint Patricia Robertson to the Mono County Children and Families Commission to serve a three-year term, commencing May 2, 2017 and expiring May 1, 2020.

Peters moved; Johnston seconded

Vote: 5 yes; 0 no

M17-89

C. Reappointment of Three Members to CSA#1

Departments: Clerk of the Board

Reappointment of Kim McCarthy, Deb Preschutti, and Denise Perpall to CSA #1 Board. These terms will expire 11/30/2020. This item is being sponsored by Supervisor Stump.

Action: Appoint Kim McCarthy, Deb Preschutti, and Denise Perpall to CSA #1

Note:

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Board, all terms to expire 11/30/2020.
Peters moved; Johnston seconded
Vote: 5 yes; 0 no
M17-90

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. Senate Bill 58 - Support

Departments: Clerk of the Board

Letter in support of SB 58 (McGuire) - Wildlife Management Areas: Payment of Taxes and Assessments. This letter was drafted and sent on behalf of the Board consistent with the Board-adopted Legislative Platform and is included on the correspondence agenda as an update.

B. Assembly Bill 1665 - Support

Departments: Clerk of the Board

Letter in support of Assembly Bill 1665 - Telecommunication: Advanced Services Fund. This letter was drafted and sent on behalf of the Board consistent with the Board-adopted Legislative Platform and is included on the correspondence agenda as an update.

C. FY17 Omnibus PILT - SRS Letter

Departments: Clerk of the Board

Letter from NACo and WIR to Congress to fund PILT and SRS payments to counties.

D. Letter from Donna Simensen re TROD

Departments: Clerk of the Board

Letter from Donna Simensen of Bridgeport regarding Type II rentals.

Supervisor Peters:

- There is a situation with Jeff and Donna Simensen in their continued effort to have a nightly rental. They own the property immediately adjacent to their own property with the idea of being able to use it for Transient Rentals. Believes the moratorium in place could potentially be lifted for Bridgeport.

Donna Simensen:

Note:

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- They are currently under the rental status of Type I, but they thought they would be under Type II. To merge their lots to become Type I is very costly and not obtainable. She is asking to be considered as Type II. Her immediate neighbors have signed a letter of non-opposition to a transient rental.

J. Weise, Neighbor:

- Gave a history of the house he bought and the houses the Simensens bought. In support of the Simensen's ability to rent out their second home.

Christianne Cassan Weise, Neighbor:

- In support of the Simensen's ability to rent out their second home.

Supervisor Stump:

- Is there a problem with amending Chapter 25 for this type of instance?
- Would not be in favor of amending Chapter 25 countywide, but agrees it may be appropriate for Bridgeport.

Supervisor Johnston:

- Outlined the different ways to allow this to happen, including changing zoning, combining lots, etc. Suggested changing the zoning in Bridgeport to allow TRODs if the community is in support of it.

Supervisor Peters:

- Feels changing Chapter 25 to allow adjacent properties is appropriate.

Supervisor Gardner:

- Agrees. The Simensens have been going through this process too long, they deserve a response to this.

Supervisor Corless:

- Also agrees. Asked County Counsel how to amend Chapter 25 as quickly as possible?

Stacey Simon:

- The County is limited to 4 General Plan amendments in a calendar year. This would qualify as an amendment.
- The Planning Commission is the body with authority to make the determination. This question could be posed to them at the same time a use permit is brought forward.

Christy Milovich:

- Within the definition of type I rental, it does say that an eligible property is owner occupied or associated with owner occupied. Suggested this already encompasses this type of property.

Scott Burns:

- If we said the same ownership, or adjacent ownership, the permit could be applied under a package deal. Could pursue a type 1 on both parcels, so both parcels would be tied together. If the owner leaves, the other could not be rented overnight. Could be a single use permit.

General board discussion on the best way to approach this to allow these homeowners to rent their second home. Consensus to put this on the agenda next week as a discussion item.

Items A, B, C, E, and F will be heard before closed Session. Items D, G, and H will be heard after Closed session in the afternoon.

9. REGULAR AGENDA - MORNING

A. Employment Contract for Deputy District Attorney III

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Todd Graham as

Note:

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Deputy District Attorney III, and prescribing the compensation, appointment and conditions of said employment.

Action: 1. Announce fiscal impact. 2. Approve Resolution #R17-37, Approving a contract with Todd Graham as Deputy District Attorney III 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: This position is funded out of the general fund. The cost for this position for the remainder of FY 2016-2017 (April 24 to June 30th) is approximately \$43,503 of which \$21,192 is salary; \$5,057 is the employer portion of PERS, and \$8,254 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2016-2017) would be \$187,518 of which \$115,176 is annual salary; \$27,481 is the employer portion of PERS, and \$44,861 is the cost of the benefits.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

R17-37

Tim Kendall:

- Mr. Graham was with the county for almost 14 years. We are lucky enough to have him return the area and fill an open position.

B. Elections Equipment Workshop

Departments: Elections

(Shannon Kendall, Registrar of Voters; Nate Greenberg, Information Technology Director) - Presentation regarding purchase or lease of elections equipment.

Action: Approve increase in appropriations for purchase of Dominion's Imagecast Central and Evolution Elections equipment in the amount of \$212,850 and recommend funding this increase by transfer from contingency.

Gardner moved; Peters seconded

Vote: 5 yes; 0 no

M17-91

Shannon Kendall:

- Introduced her staff report and power point presentation, available in Additional Documents.
- After the problems with the last two elections, we cannot afford to make any mistakes.

Nate Greenberg:

- Continued with the power point. Recognized Jami Jerrett as being responsible for the IT side of Elections.

Board Questions:

Supervisor Stump:

- Current equipment has lasted 13 years, do you expect the same life out of the new?
- To staff, concern about using contingency monies for this when we will have flooding issues we may need the money for later. This would drop contingency to under \$150k, but could use other funds for emergencies.

Note:

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Supervisor Gardner:

- Are there other counties that are doing something similar / have this equipment now?

Nate Greenberg:

- Useful life for technology is generally about 5 years. Hopefully we could get 10 years, but it's hard to know how long the equipment will last.

Leslie Chapman:

- This is just a budget adjustment; we could use general reserves in the case of emergency also.

Janet Dutcher:

- Contingency lapses at the end of fiscal year but Economic Stability funds roll over.

Shannon Kendall:

- 7 other counties have already purchased this equipment, and 10 more are expected to follow. Del Norte has used the same new equipment for 2 big elections and has been extremely happy with it.

C. Information Technology Security Review

Departments: Information Technology

20 minutes (15 minute presentation; 5 minute discussion)

(Nate Greenberg) - For the past 18 months, the Mono County Information Technology Department has been focused on improving information security. This item will review the work completed to date, discuss an assessment of our security posture, and outline the road ahead.

Action: Informational item only.

Nate Greenberg:

- Introduced his power point.

Kirk Hartstrom:

- Continued with Power Point

D. Quarterly Investment Report

Departments: Finance

(Gerald Frank) - Investment Report for the Quarter ending 3/31/2017

Action: Approve the Investment Report for the Quarter ending 3/31/2017.

NO VOTE TAKEN

Gerald Frank:

- Went through and explained his staff report and corresponding documents.

E. Review of Need for Continuation of Local Emergency - Severe Winter Storms

Departments: CAO, Sheriff

(Leslie Chapman, Ingrid Braun) - On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather. The Board of Supervisors ratified this declaration on February 7, 2017, and

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further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

Sheriff Braun:

- In order to get through the first emergency, we need the snowmelt, so we are still in the midst of both emergencies.

F. Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

Departments: CAO, Sheriff

(Leslie Chapman, Ingrid Braun) - On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

Action: Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

G. Mono County Audit Reports for FY 2015-2016

Departments: Finance

(Janet Dutcher) - Presentation of the Comprehensive Annual Financial Statements (CAFR), the Single Audit Report, the Treasury Oversight Committee Report and the GANN Limit Report.

Action: Hear brief presentation of the annual audit reports and provide feedback and direction to staff, if desired.

Janet Dutcher:

- Presented her staff report and handouts, available under Additional Documents.

Note:

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

H. CalPERS Changes Concerning the County's Unfunded Pension Liability of our Miscellaneous Plan

Departments: Finance

(Janet Dutcher) - Update the Board on recent CalPERS changes regarding the calculation, billing and collection of the Unfunded Pension Liability component of the employer required annual retirement contribution, the projected impact to the county budget and the potential cost savings over time if the County chooses a shorter amortization period for paying down the unfunded liability.

Action: Receive presentation and provide direction to staff, if desired.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

11. CLOSED SESSION

THERE WAS NOTHING TO REPORT OUT OF CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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.

C. Closed Session - Existing Litigation

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

D. Closed Session - Worker's Compensation

Note:

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CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker’s compensation claim of Jerry Mosley.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M. IF NECESSARY

12. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**
No one spoke.

ADJOURN at 2:30 p.m. in the memory of Debbie Frievalt

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

HELEN NUNN
ASSISTANT CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: BOS

TIME REQUIRED

SUBJECT Resolution for Mental Health Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

May is national Mental Health Month; the attached proclamation raises awareness of the importance of mental health and the availability of treatment, highlighting Mono County's Behavioral Health Department.

RECOMMENDED ACTION:

Adopt proposed Proclamation declaring May 2017 Mental Health Month.

FISCAL IMPACT:

None.

CONTACT NAME: Stacy Corless

PHONE/EMAIL: / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proclamation

History

Time	Who	Approval
5/10/2017 4:29 PM	County Administrative Office	Yes
5/10/2017 4:36 PM	County Counsel	Yes

5/10/2017 11:13 AM

Finance

Yes



Larry Johnston~District One Fred Stump~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

May 16, 2017

To: Honorable Board of Supervisors

From: Supervisor Stacy Corless and Amanda Greenberg, MHSA Coordinator,
Behavioral Health Dept.

Subject: Mono County Proclamation of May as Mental Health Month

Fiscal Impact: None

Strategic Plan Alignment: Support Healthy People in Healthy Communities,
Understand and Address Community Needs

Recommended Action: Approve proclamation

Background: May is national Mental Health Month; the attached resolution raises awareness of the importance of mental health and the availability of treatment, highlighting Mono County's Behavioral Health Department.

**PROCLAMATION of the MONO COUNTY
BOARD OF SUPERVISORS DECLARING
MAY, 2017, AS MENTAL HEALTH MONTH**

WHEREAS, mental health is defined as a state of well-being in which every individual realizes his or her own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to make a contribution to her or his community; and,

WHEREAS, because of stigma associated with mental health conditions, many people do not seek the help they need; and,

WHEREAS, one in five adults in the US experience a mental illness; and,

WHEREAS, 50% of all chronic mental illness begins by age 14 and 75% by age 24; and,

WHEREAS, 10.2 million adults have co-occurring mental health and addiction disorders; and,

WHEREAS, depression is the leading cause of disability worldwide; and,

WHEREAS, thanks in part to funding from Proposition 63 and the Mental Health Services Act, hundreds of people in Mono County receive services from the Mono County Behavioral Health Department, each year, including treatment, counseling, community wellness programs and a crisis response team to assess for suicide risk; and,

WHEREAS, engaging in prevention, early identification, and early intervention are effective ways to reduce the burden of mental illnesses and effective ways to reduce the burden of other chronic conditions; and,

WHEREAS, with effective early treatment, all individuals with mental illnesses – even serious mental illnesses - can make progress toward recovery and lead full, productive lives; and,

WHEREAS, jails and prisons have often become the default places of custodial care for even nonviolent people with serious mental illnesses; and,

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen has a responsibility to promote mental health and well-being for all:

NOW, THEREFORE, The Mono County Board of Supervisors does hereby proclaim May, 2017 as Mental Health Month, and recognizes the work of the Behavioral Health Department in addressing and treating mental illness. The Board of Supervisors calls upon the citizens, government agencies, public and private institutions, businesses and schools in Mono County to recommit our community to increasing awareness and understanding of mental health, and of the mental health services available to our citizens.

APPROVED AND ADOPTED this 16th day of May, 2017, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: CDD

TIME REQUIRED

SUBJECT Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Contract award based on an evaluation of Requests for Proposals for the County/Town of Mammoth Lakes Local Hazard Mitigation Plan update.

RECOMMENDED ACTION:

1. Approve contract with Michael Baker International for the provision of hazard mitigation planning services. 2. Authorize Community Development Director or designee to approve amendments or additions to the contract scope of work which are approved as to form by County Counsel, not to exceed \$47,103. 3. Provide any desired direction to staff.

FISCAL IMPACT:

The Contract amount is \$149,803, which can be increased by up to \$47,103 upon written approval by Community Development Director. There is no impact to the General Fund. Consultant costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by The California Governor's Office of Emergency Services (CalOES). A 25% match of non-federal funds is required, and is anticipated to come from state grant funds associated with the Local Transportation Commission and Sustainable Agricultural Strategy grant.

CONTACT NAME: Wendy Sugimura

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
1 RFP Atch 1
2 Contract

[2A Contract Attch A Scope of Work](#)

[2B Contract Attch B Fees](#)

History

Time	Who	Approval
5/10/2017 5:23 PM	County Administrative Office	Yes
5/4/2017 2:56 PM	County Counsel	Yes
5/5/2017 2:07 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

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

May 16, 2017

To: Board of Supervisors

From: Wendy Sugimura, CDD Senior Analyst

Subject: Contract for Multi-jurisdictional Local Hazard Mitigation Plan (LHMP)

RECOMMENDED ACTION

1. Approve contract with Michael Baker International for the provision of hazard mitigation planning services.
2. Authorize Community Development Director or designee to approve additions to the contract scope of work which are approved as to form by County Counsel, not to exceed an additional \$47,103.
3. Provide any desired direction to staff.

FISCAL IMPACT

The Contract amount is \$149,803, which can be increased by up to \$47,103 upon written approval by Community Development Director. No impact to the General Fund. All costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by The California Governor's Office of Emergency Services (CalOES). A 25% match of non-federal funds is required, and is anticipated to come from state grant funds associated with the Local Transportation Commission and Sustainable Agricultural Strategy grant.

DISCUSSION

In late 2016, Mono County Community Development was awarded a \$194,906 grant by the California Governor's Office of Emergency Services (CalOES) via the Federal Emergency Management Agency (FEMA). With the 25% match (from Local Transportation Commission and Sustainable Agricultural Strategy grant funds), the total eligible project budget is \$259,875.

In compliance with Federal procurement standards (2 CFR Part 200), the County flew a Request for Proposals (RFP) from March 13 through April 13, 2017 (see Attachment 1). Five proposals were received from DL Management LLC, Michael Baker International, Andrew Petrow, RO Anderson, and Tetra Tech. An evaluation team consisting of the Town of Mammoth Lakes and Mono County staff scored the proposals based on the criteria in the RFP, and Michael Baker International received the top score by a significant amount. The contract (Attachment 2) requires approval by the Board of Supervisors due to the total cost.

Please contact Wendy Sugimura at 760-924-1814 with any questions. This staff report has been reviewed and approved by the Community Development Director.

ATTACHMENTS

1. Hazard Mitigation Plan Request for Proposals
2. Contract with Michael Baker International for the provision of Hazard Mitigation Planning Services

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

REQUEST FOR PROPOSALS

Date: March 13, 2017
To: Interested Hazard Mitigation Planning Consultants
Re: Request for Proposals – Hazard Mitigation Plan Update

The County of Mono, Community Development Department (CDD), is soliciting Requests for Proposals (RFPs) to update a multi-jurisdictional Local Hazard Mitigation Plan (LHMP) for the County of Mono and Town of Mammoth Lakes, which was last adopted in 2006. Both jurisdictions addressed by the plan see the LHMP as a critical tool to support local mitigation projects and activities.

The work is funded by the Hazard Mitigation Grant Program of the Federal Emergency Management Agency (FEMA)/California Office of Emergency Services (CalOES). All services and work must comply with the requirements of that Program and with applicable Federal regulations.

During a countywide comprehensive General Plan update that spanned several years and was completed in 2015, the LHMP was reviewed and a preliminary draft update was completed by an outside consultant and circulated internally. This draft was not submitted for approval due to concerns that the draft would not meet the requirements for approval by the California Governor's Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA); however the draft will provide an excellent framework to complete a comprehensive update. The final product will be a multi-jurisdictional Local Hazard Mitigation Plan approved by CalOES and FEMA.

Extensive initial public outreach and review of working documents will be conducted using the network of Mono County Regional Planning Advisory Committees (RPACs) and the Collaborative Planning Team (CPT). The RPACs provide for a community-based planning approach and the CPT ensures broad agency input and collaboration.

The main purpose of this solicitation is to identify and contract with a qualified consultant to perform the scope of work under a FEMA/CalOES grant with a completion date of May 2018.

Anticipated Scope of Work

The grant scope of work that may be performed by a consultant, in conjunction with County or Town staff, includes the following:

1. Community Profiles:

- This will be a new section of the plan that describes the geography and demographics of each of the unincorporated community areas and the town of mammoth lakes.

2. Planning Process:

- Review and update the public outreach and involvement process. Outreach in series of meetings throughout the process to Regional Planning Advisory Committees (Antelope Valley, Bridgeport Valley, Mono Basin, June Lake, Long Valley, Chalfant, Swall, Paradise and Benton community meetings); Town Commissions and Council; fire safe councils; the 11 Fire Protection Districts. Also state and federal agencies, including Calfire, CHP, Sheriff, BLM, USFS, and other entities. Use a variety of techniques, including meetings, open houses, workshops and surveys.
- Review and update the section that describes the incorporation of existing plans, studies, and reports. Conduct research of agency plans and resource studies and update section.

Participate in ongoing fire and hazard planning processes by other agencies, such as the CPUC, CalFire, Caltrans, USFS, BLM, etc.

3. Risk Assessment:

- Review and update the section that describes the type, location, and extent of hazards. Include previous occurrences (e.g., severe repetitive loss and repetitive loss), the probability of future events, update the County's Resource Efficiency Plan (REP; AKA Climate Action Plan) to assess potential impacts of climate change for each hazard type, and provide compliance with SB 379 regarding climate change vulnerability and hazard mitigation/response. This is a significant data gap in the draft plan and will include GIS mapping, Emergency Route Access evaluation and planning, wildfire assessment (via the Community Wildfire Protection Plan [CWPP]), and threats of potential loss of agriculture land. An understanding of the National Flood Insurance Program (NFIP) program, how to access data, sensitivity of certain information, and how to use that information to fully understand the area's flood risk is critical, along with an understanding of the Community Rating System and how to gain points from a hazard mitigation plan or other outreach efforts that align with a plan update.
- Review and update the section that describes the vulnerability to identified hazards to provide an in-depth, technical risk assessment. Include an overall summary of each hazard and its effect on the community, including a general description of types of structures and land uses affected by each hazard. Evaluate specific hazard rating systems and utilize tools such as Hazus (potentially level 2 and 3 runs). Local data should be incorporated into the program through comprehensive data management techniques.
- Utilizing the county and town GIS, update the section that describes the types and numbers of existing and future structures and facilities and an estimate of potential dollar losses. This is a significant data gap in the draft plan. This may entail research of Assessor records, building data, consultation with fire districts and Sheriff.
- Review and update the section that describes the general description of land uses, potential buildout and development trends. This is a minor data gap in the draft plan. Based on updated general plan and associated support studies, adjust section to reflect latest directives.

4. Mitigation Strategy:

- Review and update the section that describes the mitigation goals and objectives to reduce or avoid long-term vulnerabilities to the identified hazards. Review latest mitigation policy and strategies, including those of federal and state agencies, Town and County, local special districts and fire safe councils. This will include greenhouse gas emission measures, Emergency Route Access evaluation and planning, CRS evaluation, wildfire assessment (via the CWPP), and threats of potential loss of agriculture land.
- Review and update the section that identifies and analyzes a comprehensive range of specific mitigation actions. This section will include an analysis of progress made on previously identified actions and identify remaining tasks and implementation measures.
- Review and update the section that describes the prioritization, implementation, and administration process including the responsible agency of mitigation activities. Include significant outreach to the agencies/entities responsible for implementation to assure resource commitment and timeline accuracy.

5. Plan Maintenance:

- Review and update the section that describes the methods and schedule of monitoring, evaluating, and updating the plan.
- Review and update the section that describes the process of incorporating the mitigation plan elements into other planning mechanisms.
- Review and update the section that describes how the public will continue to participate in the planning process.

6. Plan Drafting and Adoption

- Compile information in previous tasks, write draft LHMP, and publish for public review. Draft a "mini-plan" or include an executive summary in the plan that functions as condensed implementation plan by clearly outlining the main objectives of the larger HMP, identifying Mono County's risks and vulnerabilities, and outlining projects and actions. Also draft revisions to applicable plans and policies that have been reviewed and updated during the process, such as the CWPP, REP, and Mono County General Plan Safety Element.

- Assist with AB 2140 compliance to ensure the LHMP is adequately incorporated into the Town's and County's General Plan Safety Elements. It is anticipated that Town and County staff will primarily be responsible for updating General Plans.
- Assist with determining and potentially drafting the appropriate document for compliance with the California Environmental Quality Act (CEQA).
- Conduct outreach to agencies, communities, Town of Mammoth Lakes, County, and other applicable stakeholders. Consider and incorporate input.
- Submit draft to CalOES and FEMA for input; incorporate any comments and any other steps needed for approval.
- Draft final LHMP and publish.
- Present to Town and County for approval, including development of powerpoints or other materials needed to present the plan, scheduling public hearings, commission reviews, certification of CEQA documents, and other steps needed for approval.

Budget

The County's cost estimate for the total project is \$259,875, of which \$194,906 are federal funds available for a consultant. The cost estimate is based on estimated hours of staff time on the anticipated scope of work described above. The remaining \$64,969 is a County match and will fund staff time. It is possible that some of the federal funding will need to be available to compensate for County and Town staff time as well.

RFP Requirements

To be considered, a consultant responding to this RFP must provide the following items and/or information in its submittal:

- A cover letter which shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.
- A statement of the consultant's qualifications, including brief biographical profiles of the company and key personnel who will be assigned to work on the project. Any relevant certifications or education should be identified. If applicable, a statement of qualification as a small and minority firm, women's business enterprise, and/or labor area surplus firm (see 2 CFR §200.321), or a disadvantaged business enterprise (DBE).
- Discussion of proposed approach to the above listed project scope, including any assumptions, methodologies, special resources, etc., and a timeline for the completion of the project. If relevant, include any recommendations for additional items which should be added to the project scope to help assure success.
- A brief list of projects performed by the consultant on relevant projects with dates of work and references with contact information for each, and a web link to one example of a completed local hazard mitigation plan.
- Current project backlog and the consultant's capacity if requested to complete multiple projects.
- A brief statement of qualifications and project summaries for sub-consultants expected to be used on projects, such as those for specific hazard analysis, GIS services, etc.
- A cost proposal which is itemized by phase, task, and completion date. Each item must include designated personnel, and estimated hours based upon the Consultant's proposed work plan. Submittal of costs shall include hourly wages showing two separate line items for overhead and profit. Include additional charges for any subconsultant services, equipment, and reimbursable expenses, also showing overhead and profit. Also include comparisons of current estimated costs (described under the Budget section above) with: 1) actual costs previously incurred; 2) the most recent cost estimate for the same or similar items or with a series of prior estimates; 3) current cost estimates from other possible sources providing the same or similar supply or service; and 4) independent forecasts of future costs.
- A disclosure of any financial, business or other relationship that the prospective consultant has with the County or any County employee that may have an impact upon the outcome of the selection process of this project. Alternatively, the consultant shall provide a signed statement that no disclosure is being made because no such relationship exists.

- A general statement on the ability to meet the following minimum insurance requirements:
 - ✓ *General Liability*: \$2 million combined single limit per occurrence. An additional insured endorsement applying to the County of Mono will be required upon contract award.
 - ✓ *Automobile Insurance*: \$1 million combined single limit per occurrence.
 - ✓ *Professional Errors and Omissions Liability Insurance*: \$1 million each occurrence/\$1 million policy aggregate.
 - ✓ *Workers Compensation*: in the legally required amount for employees engaged in the work.
- Any additional information demonstrating the consultant’s capabilities as related to the selection criteria listed below.

Scoring Criteria

Each submittal will be reviewed to determine if it meets the requirements contained under “Submittal Requirements.” An evaluation committee will evaluate the submitted RFPs based on the following criteria and values:

<i>Item</i>	<i>Selection Criteria</i>	<i>Value</i>
1	Key personnel’s familiarity with Mono County and the Town of Mammoth Lakes, and specific knowledge of local hazard characteristics, issues, and existing plans related to or involved in this effort.	40 pts
2	Key personnel’s professional qualifications and experience, and recent experience in projects comparable to proposed tasks	30 pts
3	Ability to effectively communicate with staff from multiple jurisdictions, and work with this staff as a team	10 pts
3	Demonstrated capability to meet schedules and complete projects without major cost escalations or overruns	10 pts
4	Verification of cost/pricing data, and evaluation of individual cost elements	10 pts

Per the *Pricing Guide for Recipients and Subrecipients under the Uniform Rules (2 C.F.R. Part 200)* and in order to comply with cost analysis requirements under 2 C.F.R. §200.323, the technical evaluation shall also consider the following:

1. An evaluation of estimated necessary labor-hours with an indication as to where adjustments are desirable;
2. Reasonableness of proposed material type, quantity, and necessity (if applicable);
3. The need for acquiring equipment and which equipment should be considered as general purpose or unique to the performance of a particular contract (if applicable);
4. The possibility and availability of recipient or subrecipient property (if applicable);
5. Number, location, and need for any recipient or subrecipient funded trips by contractor personnel;
6. A summary statement as to whether or not labor, material, travel, and other cost elements are reasonable along with the evaluator’s rationale.

The evaluation committee may choose to conduct oral interviews with the “short listed” top firms selected from the initial evaluation, or may select a top-ranked consultant based on RFP submittals. Cost negotiation with the top-qualifying firm(s) will follow the evaluation, and then the selected firm will be expected to enter into a contract with the County to govern the provision of those services, including a fee schedule. The contract will need to be approved by the Mono County Board of Supervisors prior to initiation of any services.

Questions about this RFP are due by 5 pm on Monday, April 3, 2017, and may be sent to wsugimura@mono.ca.gov or asked online at <http://bids.monocounty.ca.gov/rfp/local-hazard-mitigation-plan>. Responses to all questions will be posted online only by 5 pm on April 5, 2017.

RFP Submittal

- **Deadline:** To be considered, two hard copies (one unbound) and one digital copy of the consultant’s RFP must be submitted to CDD by 5 pm on Monday, April 13, 2017. Consultants are advised that, due to its remote location, overnight delivery to Mammoth Lakes by USPS, UPS, FedEx, and other carriers should be scheduled as a two-day delivery.

- **Send to:**
Mono County Community Development Department
c/o Wendy Sugimura
P.O. Box 347
437 Old Mammoth Road, STE P
Mammoth Lakes, CA 93546
- **Modification or Withdrawal of Submittals:** Any RFP received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.
- **Property Rights:** RFPs received become the property of the County and all rights to the contents therein become those of the County.
- **Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.
- **Amendments to Request for Qualifications:** The County reserves the right to amend this RFP by addendum before the final submittal date.

FEDERAL FUNDING REQUIREMENTS FOR CONTRACT AWARD (2 CFR PART 200)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

The consultant must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Conflict of Interest

The consultant shall warrant and covenant that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultants must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of recovered materials

Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines where required by 2 CFR 200.322.

Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the applicant is a small business firm or nonprofit organization, then the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency shall apply to the contract.

Non-Discrimination

Consultant shall assure that no otherwise qualified person shall be excluded from the participation of employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial or pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, shall be incorporated into the contract by reference and made a part thereof as if set forth in full. Grantee, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Americans with Disabilities Act (ADA) of 1990

Consultant will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest

No member of, or delegate to, the Congress of the United States and no resident, commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No local public official with duties involving the grant activities may have any interest in any contracts or proceeds for the work done in conjunction with this contract.

Pursuant to 24 CFR 570.611, no member, officer, or employee of the County, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted through this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

Review and Selection Schedule

Submittals will be evaluated using the criteria described above. It is CDD's intention to evaluate submittals to award the contract, select consultants for interviews if necessary, and notify those consultants within two weeks. Any interviews are anticipated to be scheduled for the week of April 24, 2017, and a consultant could be notified of selection for contract award within one week of the interview date.

This RFP does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so.

Please contact Wendy Sugimura, Analyst III, at (760) 924-1814 or by email at wsugimura@mono.ca.gov should you have any questions or comments regarding this request.

**AGREEMENT BETWEEN COUNTY OF MONO
AND MICHAEL BAKER INTERNATIONAL
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the hazard mitigation planning services of Michael Baker International, Inc., a Pennsylvania corporation with an office in Rancho Cordova, California (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

The 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. 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, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County 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 by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement. Contractor has submitted to County its Byrd Anti-Lobbying Amendment (31 U.S.C 1352).

This Agreement is subject to the following Exhibits (as noted) 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 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from May 16, 2017, to June 30, 2019, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services 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. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$149,803, plus the amount of any changes to the scope of work approved by the Community Development Director or designee in accordance with authority delegated by the Board of Supervisors and not to exceed \$47,103 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit, except as otherwise authorized by the County through amendment to this Agreement.

E. Billing and Payment. Contractor shall submit to the County, on a monthly 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 (1st) 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 completed the work and performed the services in accordance with this Agreement, 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 in accordance with this Agreement and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are so completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) 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 four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by 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 California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by 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, 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 County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations in a reasonable manner and in accordance with applicable law for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

The 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 identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for 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. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, 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, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that 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 County. Any reuse by County of any such materials on any project other than the project which is the subject of this Agreement without Contractor's prior written consent shall be at the sole risk of County and County agrees to indemnify and hold harmless Contractor from all costs, losses, and expenses, including legal fees, incurred as a result of any such use or decision by County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor and its employees. In the event Contractor hires any subconsultants or agents under this Agreement, the terms of this section shall be required of such subconsultants or agents to the same extent as Contractor is required to comply.

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 \$1,000,000.00 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/ \$2,000,000.00 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 is 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 policy(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 applying to the County of Mono, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be canceled without thirty (30) days written notice to the County. Contractor shall provide any advance notice for modification or termination of policies which its carrier would not otherwise provide under the terms of this section.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared to Mono County. Contractor agrees to a zero (0) SIR amount under its professional liability policy. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

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. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor 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 County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to 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 employees of County.

11. INDEMNIFICATION

A. As regards claims arising from the performance of professional services, Contractor shall 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, to the extent caused by 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 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 indemnify and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph "A" is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

B. As regards all other claims which would be covered by Contractor's general liability and automobile liability policies, 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, to the extent caused by 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 "B" 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. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) 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. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that 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, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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 County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate. In either event, the County shall pay Contractor for services and work performed by Contractor in accordance with this Agreement up to the point of cancellation.

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 personal services of Contractor. 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 moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If the Contractor abandons the work, or substantially fails to proceed with the work and services requested by the County in a timely manner, or substantially fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work performed in accordance with this Agreement to the time of termination.

In addition to the foregoing, County shall have any and all remedies available at law or in equity in the event of Contractor's default.

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 23 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 obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County, however the preceding restriction shall not apply to information which is in the public domain, was previously known to Contractor, was acquired by Contractor from others who have no confidential relationship to County with respect to same, or which through no fault of Contractor, comes into the public domain. Contractor shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. Contractor shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify County in writing of the demand for information before Contractor responds to such demand.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that 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

Subject to Section 18 above, Contractor agrees not to use any confidential, protected, or privileged information that 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 during the term of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, Contractor is aware 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, County has the

option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order 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.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or 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 included below) to the respective parties as follows:

County of Mono:
Community Development Department
Scott Burns
PO Box 347
Mammoth Lakes, CA 93546
sburns@mono.ca.gov

Contractor:
Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
jhenderson@mbakerintl.com

25. COMPLIANCE WITH FEDERAL ENVIRONMENTAL LAWS

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and with all applicable standards, orders and regulations issued thereunder. Any violation will be reported by County to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

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 executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 16th DAY OF May, 2017.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND MICHAEL BAKER INTERNATIONAL
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

TERM:

FROM: May 16, 2017 TO: June 30, 2019

SCOPE OF WORK:

See attached scope of work.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MICHAEL BAKER INTERNATIONAL
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

TERM:

FROM: May 16, 2017 TO: June 30, 2019

SCHEDULE OF FEES:

See attached schedule of fees.



Scope of Work (SOW)

Michael Baker has reviewed the proposed scope of work prepared by the County in support of its HMP grant application. Below each task identified in the RFP, Michael Baker has identified the proposed work effort to support the task.

1. COMMUNITY PROFILES

- *This will be a new section of the plan that describes the geography and demographics of each of the unincorporated community areas and the Town of Mammoth Lakes.*

Michael Baker will assist the County/Town with the preparation of community profiles for the LHMP. This task will include descriptions of the Town of Mammoth Lakes, Mono County, and the different communities overseen by the nine RPACs in the county. These profiles will provide an overview of the geographic setting, a description of the land uses and planning characteristics, demographic information, and development trends and activities. The profiles will rely on existing information and mapping recently prepared as part of the General Plan update and REP, as well as new information compiled as part of data gathering for the project. A key component that will be included in these profiles is the current roadway network that is used for both emergency response activities and potential evacuation purposes. Understanding the challenges within rural communities throughout the state and nation, we anticipate that some communities may face constraints when it comes to emergency response and evacuation needs.

2. PLANNING PROCESS

2.a. Community Outreach and Involvement

- *Review and update the public outreach and involvement process. Outreach in series of meetings throughout the process to RPAC (Antelope Valley, Bridgeport Valley, Mono Basin, June Lake, Long Valley, Chalfant, Swall, Paradise, and Benton community meetings); Town Commissions and Council; fire safe councils; the 11 Fire Protection Districts. Also state and federal agencies, including the California Department of Forestry and Fire Protection (CalFire), California Highway Patrol (CHP), Sheriff, the United States Forest Service (USFS), the Bureau of Land Management (BLM), and other entities. Use a variety of techniques, including meetings, open houses, workshops and surveys.*

This task will be a very important component of the hazard mitigation planning process. To ensure success, the Michael Baker team will work with County and Town staff, and the HMP Team and conduct the following tasks:

Community Engagement Strategy: The Michael Baker team will prepare a community engagement strategy that identifies the activities anticipated to engage the various communities throughout the County. We anticipate the development of web content (as part of a County web page or project-specific web page), development of outreach materials (postcards/flyers), and attendance at community meetings throughout the county.

Web Content: To support the LHMP update process, the Michael Baker team will develop web content that can be used on a dedicated County web page or on a standalone website for this update. This content will include a description of the update process, ways to provide feedback, and an online survey that allows respondents to participate in the process and offer input during plan development. This is an important strategy for inclusion of residents that are isolated geographically but interested in County issues and able to participate virtually.

Outreach Materials: Michael Baker will prepare outreach materials for distribution to the County and Town, CPT, and RPACs. These materials may include half-page postcards and full-page flyers that provide an overview of the project and information on how to provide input and stay connected to the process.



The materials are intended for wide distribution to allow input from the greatest number of participants.

Community Meetings: The Michael Baker team assumes up to one meeting with each RPAC and two meetings with stakeholders (state and federal agencies/organizations) during the plan preparation process. The purpose of these meetings will be to discuss the hazard mitigation planning process, share preliminary information with the attendees, and request feedback/input during the planning preparation process. The stakeholder meetings are intended to be the same meeting, held in two different parts of the county for ease of attendance.

HMP Team Meetings: – Michael Baker proposes five HMP team meetings to complete the planning process associated with plan development. These meetings are anticipated to require two hours of participation time and are expected to cover the following topics:

- ▶ Meeting 1 – introduction, discussion of plan goals/objectives, identification of hazards of concern, prioritization of hazards of concern and identification of data/information

Figure: Example of Hazard Ranking Worksheet developed during Meeting 1

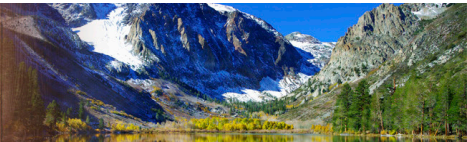
Hazard Type	Probability	IMPACT			Total Score	Hazard Planning Consideration
		Affected Area	Primary Impact	Secondary Impacts		
Earthquake	4	4	4	4	64.00	Significant
Flood	4	3	3	3	48.00	Significant
Windstorm	4	4	1	1	35.20	Moderate
Dam Failure	2	3	3	3	24.00	Moderate
Hazardous Materials	2	1	4	2	18.40	Moderate
Subsidence	3	1	1	1	12.00	Limited
Terrorism	1	2	3	3	11.80	Limited
Tornado	2	1	1	2	10.00	Limited

- ▶ Meeting 2 – review of hazards profiles and hazards mapping
- ▶ Meeting 3 – review of risk assessment and loss estimations
- ▶ Meeting 4 – discussion of mitigation actions and action prioritization
- ▶ Meeting 5 – review/discussion of administrative draft HMP document

2.b. Capabilities Assessment

- *Review and update the section that describes the incorporation of existing plans, studies, and reports. Conduct research of agency plans and resource studies and update section. Participate in ongoing fire and hazard planning processes by other agencies, such as the California Public Utilities Commission (CPUC), CalFire, the California Department of Transportation (Caltrans), USFS, BLM, etc.*

Michael Baker will assist the County with the preparation of a capabilities assessment, which is a key component of the LHMP. This assessment will identify the existing plans and studies relied upon for the development of the plan and discuss the relevant hazard mitigation aspects. The assessment will also be expanded to include new studies and references identified by project stakeholders, which we anticipate discussing at the stakeholder meetings.

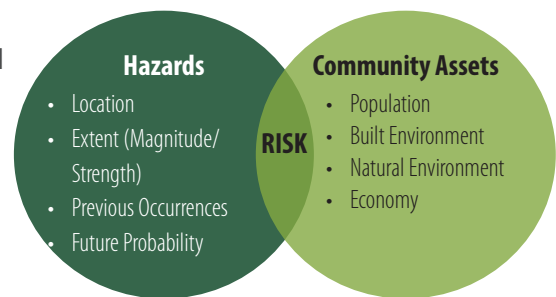


3. RISK ASSESSMENT

3.a. Hazard Profiles Development

- *Review and update the section that describes the type, location, and extent of hazards. Include previous occurrences (e.g., severe repetitive loss and repetitive loss), the probability of future events, update the County's Resource Efficiency Plan (REP; AKA Climate Action Plan) to assess potential impacts of climate change for each hazard type, and provide compliance with SB 379 regarding climate change vulnerability and hazard mitigation/response. This is a significant data gap in the draft plan and will include GIS mapping, Emergency Route Access evaluation and planning, wildfire assessment (via the Community Wildfire Protection Plan [CWPP]), and threats of potential loss of agriculture land. An understanding of the National Flood Insurance Program (NFIP) program, how to access data, sensitivity of certain information, and how to use that information to fully understand the area's flood risk is critical, along with an understanding of the Community Rating System and how to gain points from a hazard mitigation plan or other outreach efforts that align with a plan update.*

Michael Baker will assist with the preparation of the hazard profiles and risk assessment for the LHMP. The hazard profiles will include a discussion of the hazards of concern and will identify the location and extent of past occurrences, the probability of future occurrences, and climate change considerations for each hazard identified by the HMP Team. Preparation of the hazard profiles and risk assessment will include GIS mapping of relevant hazards (those that can be mapped) and analysis to determine areas of potential susceptibility within the county. This portion of the risk assessment will focus on the different landowners in the county (private, state agency, federal agency, etc.) and the potential for hazards on these different landowners' areas. This task will also identify critical facilities based on an approved list provided by the County/Town, which will also be used as part of the GIS analysis, to identify facilities most susceptible to hazards within the county.

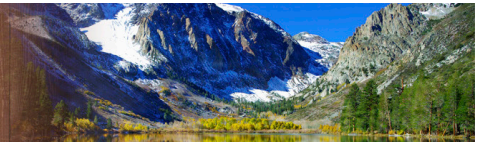


To assist with SB 379 compliance the County's General Plan Safety Element and REP will also be reviewed and assessed for necessary updates. It is anticipated that the General Plan Safety Element will require minor updates to include language about integration with the LHMP (ensures compliance with AB 2140), updates to relevant goals and policies addressing climate adaptation and other pertinent issues identified in the hazard mitigation planning process that require being addressed at a policy level. In addition, the County's REP is anticipated to require updates to ensure the policies within that plan are current and consistent with the LHMP and Safety Element, as well as the greenhouse gas (GHG) inventory to verify and track progress towards the County's GHG reduction targets.

Other topics of concern that will be addressed as part of the Risk Assessment include:

Wildfire Hazards Assessment – this discussion within the Risk Assessment will review the current wildfire setting and mapping throughout the County and Town. As part of this discussion and analysis, it is anticipated that a review of the current CWPP will be conducted, and referenced within the LHMP. Given its age, it is anticipated that a recommendation outcome of the LHMP will be a subsequent update of the CWPP, however many of the recommended actions of the CWPP plan are anticipated to be a good starting point for proposed mitigation actions that the County and Town can undertake to address wildfire hazards.

Emergency Access Routes – many rural areas are faced with emergency response and evacuation challenges. Knowing this is a concern for the County, our approach focuses on identification of communities challenged by emergency access issues and the development of criteria that can be used to identify future alternative access routes. At this scale of analysis, it is difficult to identify specific alignments, however the development of criteria that can help with alignment selection is a fairly straight forward process and can help to minimize future challenges. Key aspects that will be considered include property ownership and agency coordination for areas where state and federal agencies have jurisdiction over future activities.



Agricultural Resources – loss of agricultural land is an issue that many rural communities face. As part of the risk assessment, the amount of agricultural resources will be quantified and analyzed to understand the threat from both development pressures and natural hazards. Understanding that each community is unique it will also be important to identify communities within the County that have strong agricultural history and connections.

3.b. Vulnerability Assessment

- *Review and update the section that describes the vulnerability to identified hazards to provide an in-depth, technical risk assessment. Include an overall summary of each hazard and its effect on the community, including a general description of types of structures and land uses affected by each hazard. Evaluate specific hazard rating systems and utilize tools such as Hazus (potentially level 2 and 3 runs). Local data should be incorporated into the program through comprehensive data management techniques.*

This work effort will be completed as part of Task 3a. The completion of the vulnerability assessment will be dependent on timely completion of the preferred critical facilities inventory.

3.c. Critical Facilities Loss Estimation

- *Utilizing the county and town GIS, update the section that describes the types and numbers of existing and future structures and facilities and an estimate of potential dollar losses. This is a significant data gap in the draft plan. This may entail research of Assessor records, building data, consultation with fire districts and Sheriff.*

As part of the risk assessment, Michael Baker will compile replacement building and content values for the critical facilities identified by the County/Town. Compilation of these values typically comes from insured valuation estimates attached to the County's/Town's insurance policies. However, estimates can be created based on building characteristics (square footage, type of construction, etc.). Based on these valuations, Michael Baker can identify the potential loss estimates for critical facilities affected by the various hazards analyzed.

3.6. Land Use and Development Trends

- *Review and update the section that describes the general description of land uses, potential buildout and development trends. This is a minor data gap in the draft plan. Based on updated general plan and associated support studies, adjust section to reflect latest directives.*

This discussion is typically included in the Community Profile section of the LHMP. As part of this discussion, we will include a review of General Plan policies that guide where new development should occur or be avoided.

4. MITIGATION STRATEGY

4.a. Mitigation Goals and Objectives

- *Review and update the section that describes the mitigation goals and objectives to reduce or avoid long-term vulnerabilities to the identified hazards. Review latest mitigation policy and strategies, including those of federal and state agencies, Town and County, local special districts and fire safe councils. This will include greenhouse gas emission measures, Emergency Route Access evaluation and planning, CRS evaluation, wildfire assessment (via the CWPP), and threats of potential loss of agriculture land.*

Michael Baker will prepare a capabilities assessment that identifies the existing plans, policies, resources, studies, etc., that contribute toward the County and Town mitigation activities. This is an important component of the planning process, as it allows the jurisdictions to take credit for mitigation activities they are currently performing. In addition, the assessment will identify the personnel within the jurisdictions who are performing mitigation-related duties.



4.b. Mitigation Strategies and Actions Development

- *Review and update the section that identifies and analyzes a comprehensive range of specific mitigation actions. This section will include an analysis of progress made on previously identified actions and identify remaining tasks and implementation measures.*

Michael Baker will review the existing mitigation actions from the previous LHMP and work with staff to identify the status of these activities and any progress made since preparation of the last plan. From there, we will prepare a comprehensive update to the mitigation actions table, identifying existing relevant and new actions that will contribute toward the mitigation goals identified by the HMP Team.

4.c. Mitigation Action Matrix Development

- *Review and update the section that describes the prioritization, implementation, and administration process including the responsible agency of mitigation activities. Include significant outreach to the agencies/entities responsible for implementation to assure resource commitment and timeline accuracy.*

Michael Baker will assist the County and Town with identification of the following information as part of preparation of the mitigation actions table:

- ▶ Responsible Department(s) – the County/Town department which will be responsible for the action identified
- ▶ Potential Funding Source – sources of future funding that can be used to implement the action
- ▶ Priority – general priority of the action (high, medium, low), based on team input
- ▶ Relative Cost – the relative cost to implement the action, based on cost categories determined by the HMP Team

5. PLAN MAINTENANCE

5.a. Schedule of Monitoring, Evaluating, and Updating the plan

- *Review and update the section that describes the methods and schedule of monitoring, evaluating, and updating the plan.*

5.b. Incorporating Mitigation Plan Elements

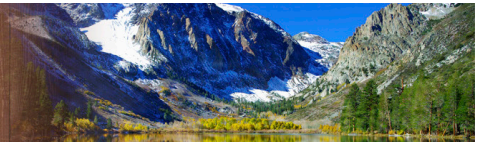
- *Review and update the section that describes the process of incorporating the mitigation plan elements into other planning mechanisms.*

5.c. Public Participation

- *Review and update the section that describes how the public will continue to participate in the planning process.*

Michael Baker staff will assist with the plan maintenance tasks 5.a through 5.c above, through the preparation of a chapter that identifies the plan maintenance and implementation steps to ensure the plan is implemented and maintained over the five-year plan period. This chapter will describe the methods and schedule for monitoring, evaluation of, and updating of the plan. The chapter will also describe how the mitigation plan elements will be incorporated into other planning mechanisms, as well as how the public will continue to remain involved throughout the future planning process.

In addition to this chapter, the Michael Baker team will prepare an implementation and monitoring workbook, which County staff can use over the five-year plan period to track and monitor efforts and collect data and information necessary to update the plan during the next update cycle. This workbook is intended to assist County and Town staff by providing a document that is easy to carry around and provides guidance if specific events occur or opportunities for mitigation activities present themselves.



6. PLAN DRAFTING AND ADOPTION

6.a. Draft LHMP

- *Compile information in previous tasks, write draft LHMP, and publish for public review. Draft a “miniplan” or include an executive summary in the plan that functions as condensed implementation plan by clearly outlining the main objectives of the larger HMP, identifying Mono County’s risks and vulnerabilities, and outlining projects and actions. Also draft revisions to applicable plans and policies that have been reviewed and updated during the process, such as the CWPP, REP, and Mono County General Plan Safety Element.*

Michael Baker will develop the draft LHMP for public distribution. This document will be a compilation of all of the research, community outreach, mapping, and feedback from the HMP team. The document will follow a format that meets FEMA requirements and guidance and be easy to read and understand. A key aspect of this plan will be the creation of an Executive Summary, that can be used by the public, County and Town staff, and elected officials, to understand briefly the issues and potential actions to be undertaken during the five year implementation period. Upon completion of this document, it will be distributed to the County/Town (HMP team) for review and comment. We anticipate receipt of one consolidated set of comments on this document prior to completion of the public review draft version that will be distributed for review.

6.b. AB 2140 Assistance

- *Assist with Assembly Bill (AB) 2140 compliance to ensure the LHMP is adequately incorporated into the Town’s and County’s General Plan Safety Elements. It is anticipated that Town and County staff will primarily be responsible for updating General Plans.*

AB 2140 Compliance will be conducted once the LHMP is approved by FEMA. This compliance will be in conformance with Cal OES policy (which is currently being updated by the Agency). This compliance typically requires the inclusion of specific statements in the Safety Element (identifying integration of the LHMP and Element) and adoption by resolution by the Town Council/Board of Supervisors. Michael Baker will assist the County and Town with this compliance to ensure the update of the Safety Elements meets applicable Government Code requirements.

6.c. CEQA Compliance

- *Assist with determining and potentially drafting the appropriate document for compliance with the CEQA.*

CEQA compliance is not required for the adoption of a LHMP as it falls under a statutory exemption (Section 15262 Feasibility and Planning Studies). However, changes to the General Plan Safety Element that result from the LHMP update may require CEQA compliance. In our experience, these updates typically require the processing of an Initial Study/Negative Declaration, however given the recent adoption of the County’s General Plan and the anticipated revisions to the Safety Element, which are not anticipated to have a significant impact on the environment, we propose the preparation of a Categorical Exemption for this task.

6.d. Agency Outreach (Public Review)

- *Conduct outreach to agencies, communities, Town of Mammoth Lakes, County, and other applicable stakeholders. Consider and incorporate input.*

Upon receipt of comments on the draft LHMP, Michael Baker will prepare the public review draft LHMP, which will be distributed to agencies, RPACs, residents, and businesses of the Town and County. We anticipate a 30-day public review period for this plan review and distribution of the document online (web-based) and in hard copies (up to 10) available at locations throughout the county.



PROPOSAL
Hazard Mitigation Plan Update



6.e. Submit Draft LHMP to Cal OES/FEMA

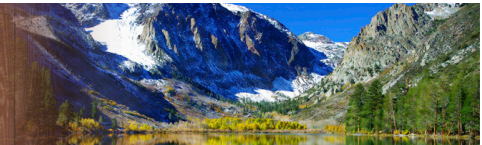
- *Submit draft to Cal OES and FEMA for input; incorporate any comments and any other steps needed for approval.*

Upon completion of the public review period, Michael Baker will make requested revisions and address public comments. Once these revisions are completed, the final draft LHMP will be sent to Cal OES/FEMA, starting the official state/federal review processes. Upon receipt of comments from Cal OES and FEMA, the Michael Baker team will address these comments and make necessary revisions to ensure approval of the plan by both Agencies.

6.f. LHMP Adoption

- *Present to Town and County for approval, including development of presentations or other materials needed to present the plan, scheduling public hearings, commission reviews, certification of CEQA documents, and other steps needed for approval.*

Michael Baker will support Town/County staff regarding presentation and documentation needed to approve the LHMP upon completion of the FEMA plan review process. This task assumes attendance at two hearings (one Town and one County hearing) and preparation of a presentation in support of adoption.



Fee Schedule

Labor Rates	\$62.50	\$53.56	\$76.13	\$62.62	\$47.90	\$31.77	\$27.54	\$38.31	\$36.56	\$31.88	\$30.00	\$22.00		
	Jeff Henderson	Aaron Pfammenstiel	Mike Skowronek	Starla Barker	Lindsey Robinson	Jon Faoro	Rich Harmon	Renee Gleason-Hoppe	Alex Pohlman	Emma Reed	Technical Editor	Admin Support	Other Direct Costs	Total
1. COMMUNITY PROFILES														
1.a. Community Profiles	2	4	2			8	8	16		16	4	4		\$2,297
2. PLANNING PROCESS														
2.a. Community Outreach and Involvement	2	4		4						12	2	2		\$1,076
Community Engagement Strategy	2	4					4			12	2	2	\$500	\$1,436
Web Content	2	4					4			12	2	2		\$936
Outreach Materials	16	16								8			\$1,000	\$3,112
Community Meetings		40							40				\$3,500	\$7,105
HMP Team Meetings		4	1		8			24						\$1,593
2.b. Capabilities Assessment														\$15,258
Subtotal														
3. RISK ASSESSMENT														
3.a. Hazard Profiles Development	1	16	1	4	4	16	8	40	40	40	12	12		\$7,060
3.b. Vulnerability Assessment	1	16	1	2	2	12	4		40		2	2		\$3,274
3.c. Critical Facilities Loss Estimation	1	16	1	2	2	8	16		40		2	2		\$3,478
3.d. Land Use and Development Trends	2	8	2	4		4	12	24			2	2		\$2,437
Subtotal														\$16,250
4. MITIGATION STRATEGY														
4.a. Mitigation Goals and Objectives	1	8	1	2	2				20	20	4	4		\$2,365
4.b. Mitigation Strategies and Actions Development	1	12	1	2	2				20	40	4	4		\$3,217
4.c. Mitigation Action Matrix Development	1	8	2	2	2				8	24	2	2		\$2,026
Subtotal														\$7,608



PROPOSAL
Hazard Mitigation Plan Update



Labor Rates	\$62.50	\$53.56	\$76.13	\$62.62	\$47.90	\$31.77	\$27.54	\$38.31	\$36.56	\$31.88	\$30.00	\$22.00		
	Jeff Henderson	Aaron Pfammenstiel	Mike Skowronek	Starla Bartker	Lindsey Robinson	Jon Faoro	Rich Harmon	Renee Gleason-Hoppe	Alex Pohlman	Emma Reed	Technical Editor	Admin Support	Other Direct Costs	Total
5. PLAN MAINTENANCE														
5.a. - 5.c. Plan Maintenance Chapter	1	2	1		1			16			2	2		\$1,011
Monitoring and Implementation Workbook	1	2	1		1			20	20	20	2	2		\$2,533
Subtotal														\$3,543
6. PLAN DRAFTING AND ADOPTION														
6.a. Draft LHMP	1	8	2	4	4			16			2	2		\$1,802
6.b. AB 2140 Assistance	1	4							4					\$423
6.c. CEQA Compliance	1	2		4				8			2	2		\$831
6.d. Agency Outreach (Public Review)	1	16			4			16			2	2		\$1,828
6.e. Transmit Draft LHMP to CalOES/FEMA	1	4						16			2	2	\$500	\$1,494
Task 6.f. Town Council/BOS Hearings	8	8											\$1,000	\$1,928
Subtotal														\$8,306
FRINGE BENEFIT (%)													46.18%	\$24,596.27
OVERHEAD RATE (%)													109.51%	\$58,326.93
PROFIT (%)													10.00%	\$13,618.49
GRAND TOTAL (\$)														\$149,803



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Human Resources

TIME REQUIRED

SUBJECT MOU with Deputy Sheriffs' Association

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, Adopting and approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact by making this modification to the language in the MOU.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 932-5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Exhibit A
<input type="checkbox"/> Revised MOU
<input type="checkbox"/> Exhibit B
<input type="checkbox"/> Side letter - Cafeteria Plan
<input type="checkbox"/> Side letter - Custer

[Side letter - Sick Leave](#)

[Side Letter - 401\(a\)](#)

[Side Letter - PERS](#)

[Salary Schedules](#)

History

Time	Who	Approval
5/11/2017 12:34 PM	County Administrative Office	Yes
5/4/2017 6:12 PM	County Counsel	Yes
5/11/2017 12:34 PM	Finance	Yes



COUNTY OF MONO

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: May 16, 2017

Subject: Minor Modification to DSA MOU

Recommendation: Adopt proposed resolution approving a revised Memorandum of Understanding and side letters between the County and the Deputy Sheriffs' Association.

Background: During negotiations, it was agreed by all parties that Tier 1 and Tier 2 (i.e., Classic PERS) members would pay a 12% employee contribution toward their retirement. CalPERS objected to the language as originally agreed upon by the County and the Association, indicating that we could have members pay 12% but it had to be worded differently to accomplish the same objective. Accordingly, Article 9 of the MOU has been reworded to say that the member shall pay 9% employee contribution and 3% of the employer's contribution.

The action today is to re-adopt the entire MOU and associated side letters, with the minor change described in this staff report. This is in lieu of adopting an amendment to the previously adopted MOU to prevent confusion stemming from having to read multiple documents.

Fiscal Impact: There is no fiscal impact by making this modification the language in the MOU.

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



R17-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A REVISED MEMORANDUM OF UNDERSTANDING
AND SIDE LETTERS
BETWEEN THE COUNTY AND THE DEPUTY SHERIFFS' ASSOCIATION**

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; and

WHEREAS, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the Mono County Deputy Sheriffs' Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, County and Association representatives additionally met, conferred, and reached mutually-acceptable terms for five side letters to the MOU, copies of which are attached hereto as Exhibit B and incorporated herein by this reference;

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2017 through December 31, 2021 – is hereby ratified, adopted and approved.

SECTION TWO: Five side letters to the MOU, copies of which are attached hereto as Exhibit B, are hereby ratified, adopted and approved.

SECTION THREE: The terms and conditions of employment set forth in Exhibits A and B are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit and shall supersede and replace, in their entirety, the MOU and side letters between the County of Mono and the Association entered into on or around April 11, 2017, which shall be null and void.

Exhibit A
MCDSA MOU

MEMORANDUM OF
UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION



JANUARY 1, 2017 THROUGH DECEMBER 31, 2021

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF MONO AND
MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

JANUARY 1, 2017, THROUGH DECEMBER 31, 2021

ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding ("MOU") to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles in this MOU:

1. "Association" means the Mono County Deputy Sheriffs' Association ("MCDSA").
2. "Base rate of pay" means the employee's current step hourly rate of pay as identified in Appendix "A".
3. "County" means the County of Mono, California.
4. "Employee" refers to full-time employees covered by this MOU.
5. "MOU" means this Memorandum of Understanding between the Association and the County.
6. "Regular rate of pay" shall include the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
7. "Retiree" is a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described below.
8. "Post-retirement health beneficiary" means a Retiree, who for purposes of Article 15 of this MOU:
 - was hired prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
 - was hired after December 31, 1985 and before July 1, 1987, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- was hired after June 30, 1987 and before January 1, 1995, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
- was hired after December 31, 1995, and before May 1, 2001, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.

ARTICLE 2. TERM

This MOU shall be in effect from January 1, 2017, and shall remain in full force and effect through 12:00 midnight on December 31, 2021.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees in the peace officer bargaining unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, and Boating Safety Officer.

ARTICLE 4. NON-DISCRIMINATION

There shall be no unlawful discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. SALARY SCHEDULE

- A. The salary schedule shall consist of five (5) steps, each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases were frozen, either pursuant to a previously-adopted MOU and/or Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.
- B. Notwithstanding anything to the contrary in the Personnel Rules, all current employees as of the effective date of this MOU shall have their anniversary dates on July 1 for the purpose of advancement within the salary schedule.
- C. Employees are required to utilize direct deposit of their payroll checks.
- D. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

E. As soon as practical, the County will implement bi-weekly pay periods.

ARTICLE 6. SALARY

Effective January 1, 2017, all classifications shall receive an equity adjustment of five percent (5%).

Effective January 1, 2017, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2018, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2019, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2020, all classifications shall receive a cost of living adjustment of three percent (3%).

Effective January 1, 2021, all classifications shall receive a cost of living adjustment of three percent (3%).

ARTICLE 7. HOLIDAY PAY

In lieu of receiving holidays off employees shall receive holiday incentive pay in the amount of seven percent (7%) of their base rate of pay.

ARTICLE 8. LONGEVITY PAY

Longevity pay was discontinued effective January 2, 2012. Employees who were receiving longevity pay as of January 1, 2012, will continue to receive longevity pay, but the percentage amount of such pay shall be frozen and shall not increase.

ARTICLE 9. RETIREMENT

The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS").

Retirement Tier 1 – Safety Members hired before December 27, 2012, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired between December 27, 2012 and January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 55 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average

final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

ARTICLE 10. HEALTH INSURANCE

- A. Employees and their dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.
- B. "Health care benefits" means the medical, dental, and vision benefits provided to employees and their dependents by the County.
- C. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.

ARTICLE 11. DENTAL CARE PLAN

The County shall provide all employees and their dependents with the County dental plan. The current County dental care plan shall be the minimum base coverage.

ARTICLE 12. VISION CARE PLAN

The County shall provide all employees and their dependents a vision care plan. The current Vision Care Plan C shall be the minimum base coverage.

ARTICLE 13. CAFETERIA PLAN

Effective January 1, 2018, for employees enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PORAC premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Effective January 1, 2018, for employees not enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.

ARTICLE 14. RETIREE HEALTH SAVINGS ACCOUNT

The County shall implement ICMA VantageCare effective July 1, 2018, to provide a vehicle for retiree medical.

Employees shall contribute one percent (1%) of their base rate of pay per pay period into their ICMA VantageCare account. The Association may increase the employee's contribution annually on January 1.

The County shall contribute one percent (1%) of the employee's base rate of pay per pay period into their ICMA VantageCare account.

For all employees hired after May 1, 2001, the County shall contribute an additional two percent (2%) of the employee's base rate of pay per pay period into their ICMA VantageCare account.

The County shall pay the twenty-five dollars (\$25.00) administrative fee. The VantageCare account shall be available to employees upon separation of employment.

ARTICLE 15. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES

A. Post-Retirement Health Beneficiaries

1. Post-retirement health beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for active employees under Article 13. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
2. Post-retirement health beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the post-retirement health beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the post-retirement health beneficiary is enrolled. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. In the event a post-retirement health beneficiary and their dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.1.
4. Post-retirement health beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to employees in Article 10.

B. Retirees

Retirees hired on or after May 1, 2001, who enroll in CalPERS medical insurance, shall receive the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

ARTICLE 16. FITNESS FOR DUTY; PHYSICAL EXAMINATION

The Sheriff may require any employee to submit to examinations by County designated physicians to evaluate the employee's fitness for duty when there is a reasonable basis for believing that the employee may be unable to perform the essential functions of their job with or without reasonable accommodation and/or without posing an unreasonable risk to the health and safety of the employee or others. (See also Section 1014 of the current Mono County Sheriff's Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

ARTICLE 17. COURT TIME

Off-duty court time will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any off-duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

If an employee receives notice not to appear for a scheduled court appearance after the end of the employee's last previous work shift and before leaving to attend court, then the employee will receive one hundred dollars (\$100.00) for the court cancellation.

ARTICLE 18. CALL-IN

An employee who is called in to work outside of their normal work shift by the Sheriff's Office shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 19. ON-CALL PAY

When warranted and in the interest of County operations, the Sheriff may post "on-call" shifts. The Sheriff shall make available on-call shifts prior to the 15th of the month for the following month. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall administer the sign-up process with employees signing up for on-call shifts in order of hire date as a deputy on a voluntary basis. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall distribute the posted on-call calendar five (5) days prior to the end of the month. Employees who sign-up shall receive two (2) hours of CTO for an on-call shift. Employees who are on call shall be required to answer their phone and able to leave their residence within forty-five (45) minutes of the call.

For the purpose of this section an on-call shift will be up to a twelve (12) hour shift.

ARTICLE 20. OVERTIME PAY

Employees who work in excess of their regularly scheduled workday or shift, shall be compensated for overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. All paid time shall count as time worked for the purpose of calculating overtime. Overtime may be taken in cash or compensatory time off ("CTO") at the employee's discretion. CTO may not accrue in excess of two hundred (200) hours.

1. 40-hour workweek:

Employees assigned to a forty-hour (40) workweek shall be on a forty (40) hour, seven (7) day work period. All hours paid in excess of forty (40) hours in the seven (7) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

2. 84-hour work period:

Employees assigned to the 3/12-4/12 work schedule shall be on an eighty (80) hour, fourteen (14) day work period pursuant to section 7(k) of the Fair Labor Standards Act (29 USA § 207 (k)). All hours paid in excess of eighty (80) hours in the fourteen (14) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

3. Grant Overtime:

The Sheriff shall have the ability to designate additional overtime for grant-funded details that will be paid at one and one-half (1-1/2) times the employee's regular rate of pay, regardless of hours worked during the work period.

ARTICLE 21. UNIFORMS AND CLOTHING

Upon hire, each employee will be reimbursed up to twelve hundred dollars (\$1200.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each employee may request and, the County shall provide, a store credit of twelve hundred dollars (\$1200.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as

to whether the clothing is replaced or repaired shall be made by the Sheriff or designee.

ARTICLE 22. SAFETY EQUIPMENT

The County shall provide employees with the following equipment, and replace or repair such equipment when deemed necessary by the Sheriff's Office:

1. Hand gun and ammunition
2. Patrol Rifle and ammunition
3. Shotgun and ammunition
4. Taser and Taser holster
5. Holster
6. Sam Browne Belt and four keepers
7. Three hand gun magazines and magazine holder
8. Three Patrol Rifle magazines
9. Handcuffs and handcuff case
10. Radio and radio holder
11. Baton and baton holder
12. Pepper spray and pepper spray holder
13. Flashlight and flashlight holder
14. Body armor
15. Baseball cap
16. Winter knit cap
17. Winter jacket
18. Boot replacement or maintenance (\$350 Biennially)
19. Winter gloves
20. Goggles
21. Sunglasses (\$100 Annually)
22. Raincoat
23. Two jumpsuits

ARTICLE 23. VACATION LEAVE

A. Employees shall accrue vacation leave as follows:

Initial Employment	80 hours vacation per year
After 3 years' service	120 hours vacation per year
After 10 years' service	136 hours vacation per year
After 15 years' service	152 hours vacation per year
After 20 years' service	160 hours vacation per year

B. Commencing July 1, 2018, employees, who have vacation leave balances in excess of three hundred (300) hours annually on July 1, shall have those hours in excess of three hundred (300) hours converted to cash and deposited into the employee's ICMA VantageCare account.

ARTICLE 24. SICK LEAVE

A. Employees shall accrue 8 hours of sick leave per month of full-time service. Upon retirement, employees may convert unused sick leave to service credit with CalPERS. Sick leave shall have no cash value.

B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

ARTICLE 25. EDUCATIONAL INCENTIVE PAY

- A. Employees shall receive five percent (5.0%) of their base rate of pay for possession of an Intermediate POST Certificate.
- B. Employees shall receive seven and a half percent (7.5%) of their base rate of pay for possession of an Advanced or Supervisory POST Certificate.
- C. Employees shall receive two and a half percent (2.5%) of their base rate of pay for possession of a Bachelor's degree.

Educational pay shall be additive and not compounded.

ARTICLE 26. EDUCATIONAL INCENTIVE PROGRAM

- A. Employees who enroll in college courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall include tuition expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken from an accredited institution.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses.
 - (3) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or equivalent.

ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages as determined by the County shall receive three and a quarter percent (3.25%) of their base rate of pay.

ARTICLE 28. FIELD TRAINING OFFICER PAY

Employees assigned as a Field Training Officer (FTO) shall receive an additional five percent (5%) above their base rate of pay for all hours which they are actually training, and with approval of the FTO supervisor, to hours spent preparing for the upcoming FTO assignment.

ARTICLE 29. SERGEANT PAY FOR OFF-DUTY CALLS

A two-hour (2) minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by County dispatch or any on-duty County employee regarding County business that requires their immediate attention. If the sergeant is called more than once during the initial two-hour (2) period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article.

ARTICLE 30. ASSOCIATION RELEASE TIME

The Association President or designee shall have reasonable time off for association matters, with the approval of the Sheriff. Association release time is limited to one hundred and twenty

(120) hours annually. The President or designee shall give management two (2) weeks' notice prior to taking time off.

ARTICLE 31. TAKE-HOME VEHICLES

- A. To facilitate and enhance law enforcement services, and to the extent available, employees shall be assigned a vehicle. Employees must complete their FTO program and live within thirty (30) miles of the County line to take home their assigned vehicle. The taking of vehicles home is intended to serve the Department's operational purposes by enhancing the safety of the public and the deputies through quicker response times.
- B. Vehicles may be unassigned as part of a Performance Improvement Plan (PIP) or due to loss of driving privileges.
- C. Employees who are unable to perform patrol or response functions (including those on light or modified duty) may be prohibited from using their assigned vehicles. The Sheriff may send an employee to retrieve the vehicle or require the employee to park the vehicle at his or her residence until he or she returns to full duty.
- D. Vehicles may be taken away from an employee as a result of the disciplinary process.

ARTICLE 32. INVESTIGATION PAY

Employees assigned to investigations shall receive an additional five percent (5%) above their base rate of pay for all hours worked.

ARTICLE 33. SERGEANT QUALIFICATIONS

For vacancies in the classification of Sergeant the County will initially conduct an internal recruitment. If there are three (3) qualified internal candidates the County shall select from one (1) of the internal applicants. In the event there are not three (3) qualified internal candidates the County may conduct an external recruitment.

ARTICLE 34. MISCELLANEOUS

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

ARTICLE 35. SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 36. SIGNATURES

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Memorandum of Understanding.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon
COUNTY COUNSEL

Michael Jarvis
ASSOCIATION NEGOTIATOR

Exhibit B
MCDSA MOU

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Article 13 below shall remain in effect from January 1, 2017 through December 31, 2017.

ARTICLE 13. CAFETERIA PLAN

Upon implementation of this MOU (or as soon as reasonably practicable) and thereafter, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below, which shall be contributed by the employee:

	Employee Contribution
One-Party	\$25.00/month
Two-Party:	\$50.00/month
Family:	\$100.00/month

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

A. With respect to any part-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the amount that a full-time employee would receive under Section A of this Article 13 (based on applicable residency and coverage tier), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No payment at all)
5 - .74 FTE:	50% of the applicable FTE amount
75 FTE - .9 FTE:	75% of the applicable FTE amount

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee).

Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after MOU ratification, or who transfers to such a position after MOU ratification; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

EXCEPTION: Notwithstanding the foregoing, any Boating Safety Officer employee shall only be entitled to COUNTY Cafeteria Plan contributions under this Article 13 during those seasonal months in which he or she actually performs boating safety work for the COUNTY.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of May, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Due to the impact of the salary freezes and time with the County, the County and the Association have agreed to advance Cory Custer from Step B to Step C effective January 1, 2017.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of May, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

The County and the Association have agreed to eliminate the cash value of sick leave and convert all existing balances to be used as sick leave or to be used upon retirement for sick leave service credit with CalPERS.

The County and the Association have agreed to create a new sick leave bank (Sick-A) for Tim Minder, Gary Williams, Richard Hahn and Jeff Beard and to move all of their existing sick leave to Sick-A. Upon retirement, Minder, Williams, Hahn and Beard may move any sick leave accrued from the date of this side letter into Sick-A and cash out all sick leave in Sick-A to a maximum of 960 hours, at their regular rate of pay.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this _____ day of May, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Article 14 below shall remain in effect from January 1, 2017 through June 30, 2018.

ARTICLE 14. 401(a) PLAN.

Any covered employee hired on or after May 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered employee who was hired prior to May 1, 2001, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 16.

COUNTY shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. COUNTY shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article 15 equal to the amount contributed by that employee from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the employee's pre-tax salary.

Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth more fully below.

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

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

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

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

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ___ day of May, 2017.

 STACY CORLESS, CHAIR
 Mono County Board of Supervisors

 MARK HANSEN, PRESIDENT
 Mono County Deputy Sheriffs' Association

 DAN CASABIAN, VICE PRESIDENT
 Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

 Stacey Simon, County Counsel

 Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

The Association and the County are interested in ensuring that all CalPERS employee contributions are made on a pre-tax basis and that employee contributions to the employer's portion are credited to each employee's account as a normal contribution under section 20516. As soon as administratively possible, the County shall contact CalPERS to administer an election for the CalPERS cost share contract amendment to convert the employee's contribution to nine percent (9%) of the CalPERS employee's share plus three percent (3%) of the CalPERS employer's share, pursuant to section 20516. This shall not apply to New Safety Members, as defined by CalPERS, hired on or after January 1, 2013. In the event it is ever determined by applicable taxing authorities that income tax is owed on the three percent (3%) portion of the employer's contribution paid by the employee, then the County shall reimburse the employee the amount of the tax paid on that three percent (3%).

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of May, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

APPENDIX "A"
SALARY SCHEDULE

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2014

POSITION TITLE	GRADE	STEPS								
		A	Aa	B	Bb	C	Cc	D	Dd	E
Deputy I <i>Monthly</i> <i>Hourly</i>	50	\$4,810.00	\$4,931.00	\$5,051.00	\$5,178.00	\$5,304.00	\$5,437.00	\$5,569.00	\$5,708.00	\$5,847.00
		\$27.7505	\$28.4486	\$29.1409	\$29.8737	\$30.6006	\$31.3679	\$32.1295	\$32.9314	\$33.7333
Deputy II or Investigator I <i>Monthly</i> <i>Hourly</i>	54	\$5,309.00	\$5,442.00	\$5,574.00	\$5,714.00	\$5,853.00	\$6,000.00	\$6,146.00	\$6,300.00	\$6,453.00
		\$30.6294	\$31.3968	\$32.1583	\$32.9660	\$33.7680	\$34.6161	\$35.4584	\$36.3469	\$37.2296
Investigator II <i>Monthly</i> <i>Hourly</i>	56	\$5,578.00	\$5,718.00	\$5,857.00	\$6,004.00	\$6,150.00	\$6,304.00	\$6,458.00	\$6,620.00	\$6,781.00
		\$32.1814	\$32.9891	\$33.7910	\$34.6391	\$35.4815	\$36.3699	\$37.2584	\$38.1930	\$39.1219
Sergeant <i>Monthly</i> <i>Hourly</i>	60	\$6,157.00	\$6,311.00	\$6,465.00	\$6,627.00	\$6,788.00	\$6,958.00	\$7,127.00	\$7,305.00	\$7,483.00
		\$35.5218	\$36.4103	\$37.2988	\$38.2334	\$39.1623	\$40.1431	\$41.1181	\$42.1450	\$43.1720
Sheriff Safety Officer (Boating) <i>Monthly</i> <i>Hourly</i>	53	\$4,213.00	\$4,319.00	\$4,424.00	\$4,535.00	\$4,645.00	\$4,761.00	\$4,877.00	\$4,999.00	\$5,121.00
		\$24.3062	\$24.9178	\$25.5236	\$26.1640	\$26.7986	\$27.4678	\$28.1371	\$28.8409	\$29.5448

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2017

Effective January 1, 2017, all classifications receive an equity adjustment of 5% and a COLA of 2%. Investigator positions are eliminated.

POSITION TITLE	GRADE	STEPS								
		A	Aa	B	Bb	C	Cc	D	Dd	E
Deputy I <i>Monthly</i> <i>Hourly</i>	50	\$5,147.00	\$5,276.00	\$5,405.00	\$5,540.00	\$5,675.00	\$5,818.00	\$5,959.00	\$6,108.00	\$6,256.00
		\$29.6948	\$30.4390	\$31.1833	\$31.9622	\$32.7410	\$33.5660	\$34.3795	\$35.2391	\$36.0930
Deputy II <i>Monthly</i> <i>Hourly</i>	54	\$5,681.00	\$5,823.00	\$5,964.00	\$6,114.00	\$6,263.00	\$6,420.00	\$6,576.00	\$6,741.00	\$6,905.00
		\$32.7756	\$33.5949	\$34.4084	\$35.2738	\$36.1334	\$37.0392	\$37.9392	\$38.8911	\$39.8373
Sergeant <i>Monthly</i> <i>Hourly</i>	60	\$6,588.00	\$6,753.00	\$6,918.00	\$7,091.00	\$7,263.00	\$7,445.00	\$7,626.00	\$7,816.00	\$8,007.00
		\$38.0084	\$38.9604	\$39.9123	\$40.9104	\$41.9027	\$42.9527	\$43.9970	\$45.0932	\$46.1951
Sheriff Safety Officer (Boating) <i>Monthly</i> <i>Hourly</i>	53	\$4,508.00	\$4,621.00	\$4,734.00	\$4,852.00	\$4,970.00	\$5,094.00	\$5,218.00	\$5,349.00	\$5,479.00
		\$26.0082	\$26.6601	\$27.3121	\$27.9928	\$28.6736	\$29.3890	\$30.1044	\$30.8602	\$31.6102

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33

APPENDIX "A"
SALARY SCHEDULE

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective July 1, 2017

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,147.00	\$5,405.00	\$5,675.00	\$5,959.00	\$6,256.00
<i>Bi-Weekly</i>		\$2,375.55	\$2,494.62	\$2,619.24	\$2,750.32	\$2,887.39
<i>Hourly</i>		\$29.6948	\$31.1833	\$32.7410	\$34.3795	\$36.0930
Deputy II	54					
<i>Monthly</i>		\$5,681.00	\$5,964.00	\$6,263.00	\$6,576.00	\$6,905.00
<i>Bi-Weekly</i>		\$2,622.01	\$2,752.62	\$2,890.63	\$3,035.09	\$3,186.93
<i>Hourly</i>		\$32.7756	\$34.4084	\$36.1334	\$37.9392	\$39.8373
Sergeant	60					
<i>Monthly</i>		\$6,588.00	\$6,918.00	\$7,263.00	\$7,626.00	\$8,007.00
<i>Bi-Weekly</i>		\$3,040.63	\$3,192.93	\$3,352.17	\$3,519.70	\$3,695.55
<i>Hourly</i>		\$38.0084	\$39.9123	\$41.9027	\$43.9970	\$46.1951
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,508.00	\$4,734.00	\$4,970.00	\$5,218.00	\$5,479.00
<i>Bi-Weekly</i>		\$2,080.62	\$2,184.93	\$2,293.85	\$2,408.32	\$2,528.78
<i>Hourly</i>		\$26.0082	\$27.3121	\$28.6736	\$30.1044	\$31.6102

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2018

Effective January 1, 2018, all classifications receive a COLA of 2%

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,250.00	\$5,513.00	\$5,789.00	\$6,078.00	\$6,381.00
<i>Bi-Weekly</i>		\$2,423.09	\$2,544.47	\$2,671.86	\$2,805.24	\$2,945.09
<i>Hourly</i>		\$30.2890	\$31.8064	\$33.3987	\$35.0661	\$36.8142
Deputy II	54					
<i>Monthly</i>		\$5,795.00	\$6,083.00	\$6,388.00	\$6,708.00	\$7,043.00
<i>Bi-Weekly</i>		\$2,674.62	\$2,807.55	\$2,948.32	\$3,096.01	\$3,250.63
<i>Hourly</i>		\$33.4333	\$35.0949	\$36.8546	\$38.7007	\$40.6335
Sergeant	60					
<i>Monthly</i>		\$6,720.00	\$7,056.00	\$7,408.00	\$7,779.00	\$8,167.00
<i>Bi-Weekly</i>		\$3,101.55	\$3,256.63	\$3,419.09	\$3,590.32	\$3,769.40
<i>Hourly</i>		\$38.7700	\$40.7085	\$42.7393	\$44.8797	\$47.1182
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,598.00	\$4,829.00	\$5,069.00	\$5,322.00	\$5,589.00
<i>Bi-Weekly</i>		\$2,122.16	\$2,228.78	\$2,339.55	\$2,456.32	\$2,579.55
<i>Hourly</i>		\$26.5274	\$27.8602	\$29.2448	\$30.7044	\$32.2449

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2019

Effective January 1, 2019, all classifications receive a COLA of 2%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,355.00	\$5,623.00	\$5,905.00	\$6,200.00	\$6,509.00
<i>Bi-Weekly</i>		\$2,471.55	\$2,595.24	\$2,725.39	\$2,861.55	\$3,004.16
<i>Hourly</i>		\$30.8948	\$32.4410	\$34.0680	\$35.7699	\$37.5526
Deputy II	54					
<i>Monthly</i>		\$5,911.00	\$6,205.00	\$6,516.00	\$6,842.00	\$7,184.00
<i>Bi-Weekly</i>		\$2,728.16	\$2,863.86	\$3,007.39	\$3,157.86	\$3,315.70
<i>Hourly</i>		\$34.1026	\$35.7988	\$37.5930	\$39.4738	\$41.4470
Sergeant	60					
<i>Monthly</i>		\$6,854.00	\$7,197.00	\$7,556.00	\$7,935.00	\$8,330.00
<i>Bi-Weekly</i>		\$3,163.40	\$3,321.70	\$3,487.40	\$3,662.32	\$3,844.63
<i>Hourly</i>		\$39.5431	\$41.5220	\$43.5931	\$45.7797	\$48.0586
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,690.00	\$4,926.00	\$5,170.00	\$5,428.00	\$5,701.00
<i>Bi-Weekly</i>		\$2,164.62	\$2,273.55	\$2,386.16	\$2,505.24	\$2,631.24
<i>Hourly</i>		\$27.0582	\$28.4198	\$29.8275	\$31.3160	\$32.8910

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33

APPENDIX "A"
SALARY SCHEDULE

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2020

Effective January 1, 2020, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,516.00	\$5,792.00	\$6,082.00	\$6,386.00	\$6,704.00
<i>Bi-Weekly</i>		\$2,545.85	\$2,673.24	\$2,807.09	\$2,947.39	\$3,094.16
<i>Hourly</i>		\$31.8237	\$33.4160	\$35.0891	\$36.8430	\$38.6777
Deputy II	54					
<i>Monthly</i>		\$6,088.00	\$6,391.00	\$6,711.00	\$7,047.00	\$7,400.00
<i>Bi-Weekly</i>		\$2,809.86	\$2,949.70	\$3,097.39	\$3,252.47	\$3,415.40
<i>Hourly</i>		\$35.1238	\$36.8719	\$38.7181	\$40.6566	\$42.6931
Sergeant	60					
<i>Monthly</i>		\$7,060.00	\$7,413.00	\$7,783.00	\$8,173.00	\$8,580.00
<i>Bi-Weekly</i>		\$3,258.47	\$3,421.40	\$3,592.17	\$3,772.17	\$3,960.01
<i>Hourly</i>		\$40.7316	\$42.7681	\$44.9028	\$47.1528	\$49.5010
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,831.00	\$5,074.00	\$5,325.00	\$5,591.00	\$5,872.00
<i>Bi-Weekly</i>		\$2,229.70	\$2,341.85	\$2,457.70	\$2,580.47	\$2,710.16
<i>Hourly</i>		\$27.8717	\$29.2736	\$30.7217	\$32.2564	\$33.8776

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2021

Effective January 1, 2021, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,681.00	\$5,966.00	\$6,264.00	\$6,578.00	\$6,905.00
<i>Bi-Weekly</i>		\$2,622.01	\$2,753.55	\$2,891.09	\$3,036.01	\$3,186.93
<i>Hourly</i>		\$32.7756	\$34.4199	\$36.1392	\$37.9507	\$39.8373
Deputy II	54					
<i>Monthly</i>		\$6,271.00	\$6,583.00	\$6,912.00	\$7,258.00	\$7,622.00
<i>Bi-Weekly</i>		\$2,894.32	\$3,038.32	\$3,190.16	\$3,349.86	\$3,517.86
<i>Hourly</i>		\$36.1795	\$37.9796	\$39.8777	\$41.8739	\$43.9739
Sergeant	60					
<i>Monthly</i>		\$7,272.00	\$7,635.00	\$8,016.00	\$8,418.00	\$8,837.00
<i>Bi-Weekly</i>		\$3,356.32	\$3,523.86	\$3,699.70	\$3,885.24	\$4,078.63
<i>Hourly</i>		\$41.9547	\$44.0489	\$46.2470	\$48.5663	\$50.9837
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,976.00	\$5,226.00	\$5,485.00	\$5,759.00	\$6,048.00
<i>Bi-Weekly</i>		\$2,296.62	\$2,412.01	\$2,531.55	\$2,658.01	\$2,791.39
<i>Hourly</i>		\$28.7082	\$30.1506	\$31.6448	\$33.2256	\$34.8930

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Support Letter for AB 668

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter in support of AB 668, The Voting Modernization Bond Act of 2018.

RECOMMENDED ACTION:

In line with our recently revised Mono County Legislative Platform, authorize the Chair's signature on a letter of support for AB 668 – The Voting Modernization Bond Act of 2018.

FISCAL IMPACT:

There is no cost associated with supporting the bill. However, should this legislation not pass, there will not be any potential of receiving reimbursements to help offset the cost of newly purchased elections equipment.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Support Letter

History

Time

Who

Approval



C L E R K – R E C O R D E R – R E G I S T R A R
C O U N T Y O F M O N O

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors

From: Shannon Kendall
Mono County Registrar of Voters

Date: May 16, 2017

Subject:
AB 668 (Gonzalez-Fletcher) – SUPPORT

Recommendation:

In line with our recently revised Mono County Legislative Platform, authorize the Chair's signature on a letter of support for AB 668 – The Voting Modernization Bond Act of 2018.

Discussion:

Congress passed the Help America Vote Act of 2002 in response to the problems of Florida's 2000 Presidential Election, which were widely blamed on obsolete voting systems. HAVA appropriated \$252 million to California for the replacement of county voting systems, and during the same period California voters passed Proposition 41, the Voting Modernization Bond Act of 2002, which provided \$200 million in state funds. These funds were provided to counties as a reimbursement on a 3:1 matching basis to upgrade voting systems.

Mono County used its funding to purchase new voting equipment prior to the 2006 election cycle. The federal standards intended these systems to only last 10 years. The current voting system is at or near its end-of-life. While our county has recently approved the purchase of new elections equipment, the cost is extraordinary and we are having to dip into contingency funds to cover it.

This bill would enact the Voting Modernization Bond Act of 2018 which, if approved by voters, would authorize the issuance and sale of bonds in the

amount of \$450 million for purposes of assisting counties in the purchase of specified voting equipment and technology. It would also apply to assisting counties with partial reimbursement monies for equipment already purchased. This bill would authorize the Voting Modernization Finance Committee and the Voting Modernization Board to administer the Voting Modernization Bond Act of 2018.

Fiscal Impact:

There is no cost associated with supporting the bill. However, should this legislation not pass, there will not be any potential of receiving reimbursements to help offset the cost of newly purchased elections equipment.



Larry Johnston~District One Fred Stump~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

May 16, 2017

The Honorable Gonzalez-Fletcher
State Capitol
Sacramento, CA 95814

RE: AB 668 (Gonzalez-Fletcher) – SUPPORT

Dear Assemblymember Gonzalez-Fletcher,

Mono County is pleased to support Assembly Bill 668 which would place a bond measure on the June 2018 ballot for voter approval to appropriate \$450 million to replace aging voting systems in all of California's 58 counties.

Congress passed the Help America Vote Act of 2002 in response to the problems of Florida's 2000 Presidential Election, which were widely blamed on obsolete voting systems. HAVA appropriated \$252 million to California for the replacement of county voting systems, and during the same period California voters passed Proposition 41, the Voting Modernization Bond Act of 2002, which provided \$200 million in state funds. These funds were provided to counties as a reimbursement on a 3:1 matching basis to upgrade voting systems.

Mono County used its funding to purchase new voting equipment prior to the 2006 election cycle. The federal standards intended these systems to only last 10 years. The current voting system is at or near its end-of-life. While our county has recently approved the purchase of new elections equipment, the cost is extraordinary and we are having to dip into contingency funds to cover it.

Counties pay for the full financial burden to conduct Federal and State elections and have no ability to recoup costs from the Federal or State government. It would help county budgets tremendously if the State were to pay for a portion of replacement

equipment. The possibility of being able to be partially reimbursed for purchased equipment would be extremely beneficial to our county.

Recently, the Federal Government deemed election systems as critical infrastructure. The Department of Homeland website lists the criteria for critical infrastructure as sectors that compose the assets, systems, and networks, whether physical or virtual, so vital to the United States that their incapacitation or destruction would have a debilitating effect on security, national economic security, national public health or safety, or any combination thereof.

Generally speaking, if counties are unable to securely conduct elections because they lack the funding to purchase new voting systems, it could have devastating effects on our democracy. There is no downside to supporting AB 668, even though our Board has already decided to purchase new elections equipment as it will create the potential to be partially reimbursed at a later date.

For these reasons, Mono County supports AB 668.

Sincerely,

Stacy Corless
Chairperson, Mono County Board of Supervisors

cc: Assemblymember Bigelow
Senator Berryhill



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: CAO

TIME REQUIRED

SUBJECT Adoption of Proposed Ordinance
Amending Mono County Code
2.60.080 Re Timing of Review of
Declaration of Local Emergency

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Adoption of proposed ordinance amending Mono County Code Section 2.60.080 to conform timing of review of local declarations of emergency with State law requirements.

RECOMMENDED ACTION:

Adopt proposed ordinance #ORD17-___, amending Mono County Code Section 2.60.080.

FISCAL IMPACT:

Savings of expenses associated with staff time expended in preparing and presenting documents and information regarding the status of a declared local emergency at Board of Supervisors' meeting every 14 days, instead of doing so every 30 days as required under State law.

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Ordinance - Amendment to Mono County Code 2.60.080

History

Time

Who

Approval

5/11/2017 11:24 AM	County Administrative Office	Yes
5/11/2017 9:54 AM	County Counsel	Yes
5/11/2017 11:24 AM	Finance	Yes

9County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors
From: Anne M. Larsen
Date: May 16, 2017
Re: Mono County Code 2.60.080 - Amendment

Recommended Action

Adopt proposed ordinance amending Mono County Code Section 2.60.080, to eliminate requirement that Board of Supervisors review a declaration of emergency every 14 days and instead aligning such review with State law, which currently requires such review every 30 days.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

Savings of expenses associated with staff time expended in preparing and presenting documents and information regarding the status of a declared local emergency at Board of Supervisors' meeting every 14 days, instead of doing so every 30 days as required under State law.

Discussion

Under Mono County Code Section 2.60.080, the Board of Supervisors is required to review the need for continuing a declaration of local emergency every 14 days until such local emergency is terminated:

"2.60.080 - Emergency proclamation – Termination.

"The board of supervisors shall review, at least every fourteen days until such local emergency is terminated, the need for continuing the local

emergency, and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant.

“If the board of supervisors is not in session at the conclusion of a local emergency, the county director of emergency services shall issue the proclamation terminating the local emergency himself, subject to board ratification at the earliest practicable time.” (Emphasis added.)

Therefore, in conformity with Section 2.60.080, at least every fourteen days, the Board of Supervisors has reviewed the need for continuing the proclamation of local emergency now in effect.

However, the interests of economy and efficiency would be furthered by amending Mono County Code Section 2.60.080 to instead require the Mono County Board of Supervisors to review the need for continuing a declaration of local emergency in conformity with applicable law, which currently requires such review every 30 days until such local emergency is terminated. See Government Code section 8630 (c) (“The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.”). To effect that change, Mono County Code Section 2.60.080 could be amended to read as follows:

“2.60.080 Emergency Proclamation-Termination

The board of supervisors shall review the need for continuing the local emergency at intervals in conformity with applicable law, and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant.

If the board of supervisors is not in session at the conclusion of a local emergency, the county director of emergency services shall issue the proclamation terminating the local emergency, subject to board ratification at the earliest practicable time.”

Your Board adopted a proposed resolution to introduce, read title, and waive further reading of this proposed ordinance during its May 9, 2017, meeting.

If you have any questions regarding this matter prior to your meeting, please call me at 924-1707, or Stacey Simon at 924-1704.



ORDINANCE NO. ORD17-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS
AMENDING MONO COUNTY CODE SECTION 2.60.080**

WHEREAS, under Mono County Code Section 2.60.080, the Mono County Board of Supervisors is required to review the need for need for continuing a declaration of local emergency every 14 days until such local emergency is terminated;

WHEREAS, the Mono County Board of Supervisors finds that the interests of economy and efficiency would be furthered by amending Mono County Code Section 2.60.080 to instead require the Mono County Board of Supervisors to review the need for continuing a declaration of local emergency in conformity with applicable law until such local emergency is terminated;

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

SECTION ONE: Mono County Code Section 2.60.080 is hereby amended to read as follows:

“2.60.080 Emergency Proclamation-Termination

The board of supervisors shall review the need for continuing a declaration of local emergency in conformity with applicable law until such local emergency is terminated, and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant.

“If the board of supervisors is not in session at the conclusion of a local emergency, the county director of emergency services shall issue the proclamation terminating the local emergency, subject to board ratification at the earliest practicable time.”



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Application for ABC License -
Bridgeport Mo Mart Mobil

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Application for Alcoholic Beverage License from the Bridgeport Mo Mart Mobil.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
ABC License

History

Time	Who	Approval
5/10/2017 5:16 PM	County Administrative Office	Yes
5/10/2017 4:39 PM	County Counsel	Yes
5/11/2017 7:35 AM	Finance	Yes

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 581041
Receipt Number: 2426126
Geographical Code: 2600
Copies Mailed Date: May 2, 2017
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD

First Owner: SIMPSON FAMILY FUELS, INC.
Name of Business: BRIDGEPORT MO MART MOBIL
Location of Business: 453 MAIN ST
BRIDGEPORT, CA 93517

County: MONO

Is Premise inside city limits? No Census Tract 1233.64

Mailing Address: PO BOX 514 HWY 395 & TWIN LAKES RD
BRIDGEPORT, CA 93517

Type of license(s): 20

Transferor's license/name: 180030 / SIMPSON, JOHN L Dropping Partner: Yes No

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Row 1: 20 - Off-Sale Beer And Win, FIDUCIARY TRANSFER, NA, Y, 0, 05/02/17, \$50.00. Row 2: Total, \$50.00.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO

Date: May 2, 2017

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

SIMPSON FAMILY FUELS, INC.

See 211 Signature Page

RECEIVED

MAY - 5 2017

OFFICE OF THE CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Application for ABC License -
Chalfant Mercantile

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Application for Alcoholic Beverage License by the Chalfant Mercantile, LLC.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[ABC License](#)

History

Time	Who	Approval
5/10/2017 5:17 PM	County Administrative Office	Yes
5/10/2017 4:38 PM	County Counsel	Yes
5/11/2017 7:35 AM	Finance	Yes

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **581152**
 Receipt Number: **2427039**
 Geographical Code: **2600**
 Copies Mailed Date: **May 5, 2017**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **JIMENEZ, JAVIER JIMENEZ**
 Name of Business: **EL COWBOY**
 Location of Business: **49 BROWN SUBDIVISION RD
 CHALFANT VALLEY, CA 93514**

County: **MONO**

Is Premise inside city limits? **No** Census Tract **0001.01**

Mailing Address: **121 TENAYA DR**
 (If different from premises address) **BISHOP, CA 93514**

Type of license(s): **41**

Transferor's license/name: **532612 / CHALFANT MERCANTILE LLC THE** Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
41 - On-Sale Beer And Wine	ANNUAL FEE	NA	Y	0	05/05/17	\$350.00
41 - On-Sale Beer And Wine	PERSON-TO-PERSON TRANSFER	NA	Y	0	05/05/17	\$150.00
NA	FEDERAL FINGERPRINTS	NA	N	2	05/05/17	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	05/05/17	\$78.00
Total						\$626.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **MONO**

Date: **May 5, 2017**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

JIMENEZ, JAVIER JIMENEZ

See 211 Signature Page 

URIBE, MARIA GUADALUPE

MAY 9 2017

ABC 227 - Forthcoming



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: BOS

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Stacy Corless

SUBJECT Appointment to Behavioral Health
Advisory Board

AGENDA DESCRIPTION:

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

On May 2, the Behavioral Health Advisory Board unanimously voted to recommend that Carolyn Balliet be appointed to the Advisory Board.

RECOMMENDED ACTION:

Appoint Carolyn Balliet to the Mono County Behavioral Health Advisory Board – term expires 1/2019.

FISCAL IMPACT:

None.

CONTACT NAME: Stacy Corless

PHONE/EMAIL: / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Balliet Application

History

Time	Who	Approval
5/10/2017 5:40 PM	County Administrative Office	Yes
5/4/2017 1:31 PM	County Counsel	Yes

5/5/2017 2:10 PM

Finance

Yes



Larry Johnston~District One Fred Stump~ District Two Bob
Gardner ~ District Three

John Peters~ District Four Stacy Corless ~ District Five

**BOARD OF SUPERVISORS
COUNTY OF MONO**

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

Shannon Kendall, Clerk of the Board

May 16, 2017

To: Honorable Board of Supervisors

From: Supervisor Stacy Corless

Subject: Mono County Behavioral Health Advisory Board

Fiscal Impact: None

Strategic Plan Alignment: Focus Area = Infrastructure; Support Healthy People in Healthy Communities, Understand and Address Community Needs

Recommended Action: Appoint Carolyn Balliet to the Mono County Behavioral Health Advisory Board – term expires 1/2019.

Background:

On May 2, the Behavioral Health Advisory Board unanimously voted to recommend that Carolyn Balliet be appointed to the Advisory Board.

Requirements of the Advisory Board:

- Counties in California are required to have a Mental Health Board, per Welfare and Institutions Code (WIC) Sections 5604(a)(1) et seq.
- The membership of the board is appointed by the Board of Supervisors, but the local mental health board can make recommendations to the Board of Supervisors.
- Each member of the board is appointed for 3 years; the appointments are staggered.
- Appointees should be individuals with experience and knowledge of the mental health system and reflect the ethnic diversity of the client populations of the county.
- No member shall be an employee of a county mental health service, the State Department of Health Care Services (DHCS), or an employee or paid member of the governing body of a mental health contract agency.
- In small counties (less than 80,000) the board will consist of at least 5 members: – At least 1 member shall be a parent, spouse, sibling or adult child of a consumer who is or has been receiving mental health services

Duties of the Advisory Board

- Review any county agreements entered into pursuant to WIC Section 5650: specifically assure that that the board has approved the procedures ensuring citizen and professional involvement in all stages of the planning process.
- Advise the governing body and the local mental health director as to any aspect of the local mental health programs.
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
- Submit an annual report to the governing board on the needs and performance of the mental health system.
- Review and make recommendations on applicants for the appointment of a local director of mental health services. The board shall be included in the selection process prior to the vote of the governing body.
- Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.
- Assess the impact of realignment of services from the state to the county on services delivered to clients and the local community
- Perform any additional duties or authority as assigned by the governing board

**Current Appointments to the Mono County Behavioral Health Advisory Board
Two Year Term (Expires 1/2018)**

- Susi Bains, Wild Iris
- Lois Klein, Mammoth Unified School District Superintendent
- Jeff Franke, Mammoth Lakes resident, Consumer Family Member Representative

Three Year Term (expires 1/2019)

- Ingrid Braun, Mono County Sheriff
- Al Davis, Mammoth Lakes Police Department Chief
- Stacy Corless, Mono County Board of Supervisors

**MONO COUNTY
APPLICATION FOR APPOINTMENT
TO BOARDS/COMMISSIONS/COMMITTEES**

DATE	4-7-2017
NAME	Carolyn Balliet
POSITION APPLIED FOR:	
Behavioral Health Advisory Board	
RESIDENCE ADDRESS	73 Sunshine POB 9307
PHONE	760 924 8712
BUSINESS ADDRESS	
PHONE	
OCCUPATION	Public Health Nurse

How did you learn of the opening? I called. I now have time; I was asked years ago.

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: Public Health Nurse Mono Co. since 1994
Chair Amaca Board
Visit Walker and Benton monthly as

Other information may be submitted by resume if desired. County nurse

Summary of background and skills: _____

Professional experience: Hospital RN for 32 years

Public Health nurse 23 years
Worked & pregnant mothers and
post partum.

Commenceal disease
Education: RN 1962
BSN 1990

Professional and/or community organizations: Amaca, St Joseph Church.
Cast Off.

Personal interests and hobbies: Knitting & fishing

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. NO

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board
County of Mono
P. O. Box 715
Bridgeport, CA 93517

Carolyn Barrett
Signature

4-7-2017
Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: BOS

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Stacy Corless

SUBJECT Behavioral Health Advisory Board Annual Report

AGENDA DESCRIPTION:

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

The Advisory Board is required to present an annual report to the Board of Supervisors. The attached report serves as an introduction to the Advisory Board's work, and to the program areas funded through the Mental Health Services Act (MHSA).

RECOMMENDED ACTION:

Receive annual report. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacy Corless

PHONE/EMAIL: / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
BHAB Infographic

History

Time	Who	Approval
5/10/2017 5:16 PM	County Administrative Office	Yes
5/10/2017 4:50 PM	County Counsel	Yes

5/10/2017 11:12 AM

Finance

Yes



Larry Johnston ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

May 16, 2017

To: Honorable Board of Supervisors

From: Behavioral Health Advisory Board and Amanda Greenberg, MHSA Coordinator,
Behavioral Health Department

Subject: Mono County Behavioral Health Advisory Board Annual Report

Fiscal Impact: None

Strategic Plan Alignment: Support Healthy People in Healthy Communities, Understand
and Address Community Needs

Recommended Action: Receive annual report

Background:

One of the requirements of the Advisory Board is to present an annual report to the Board of Supervisors. The attached report serves as an introduction to the Advisory Board's work, and to the program areas funded through the Mental Health Services Act (MHSA).

Requirements of the Advisory Board:

- Counties in California are required to have a Mental Health Board, per Welfare and Institutions Code (WIC) Sections 5604(a)(1) et seq.
- The membership of the board is appointed by the Board of Supervisors, but the local mental health board can make recommendations to the Board of Supervisors.
- Each member of the board is appointed for 3 years; the appointments are staggered.
- Appointees should be individuals with experience and knowledge of the mental health system and reflect the ethnic diversity of the client populations of the county.
- No member shall be an employee of a county mental health service, the State Department of Health Care Services (DHCS), or an employee or paid member of the governing body of a mental health contract agency.
- In small counties (less than 80,000) the board will consist of at least 5 members: – At least 1 member shall be a parent, spouse, sibling or adult child of a consumer who is or has been receiving mental health services

Duties of the Advisory Board

- Review any county agreements entered into pursuant to WIC Section 5650: specifically assure that that the board has approved the procedures ensuring citizen and professional involvement in all stages of the planning process.
- Advise the governing body and the local mental health director as to any aspect of the local mental health programs.
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
- Submit an annual report to the governing board on the needs and performance of the mental health system.
- Review and make recommendations on applicants for the appointment of a local director of mental health services. The board shall be included in the selection process prior to the vote of the governing body.
- Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.
- Assess the impact of realignment of services from the state to the county on services delivered to clients and the local community
- Perform any additional duties or authority as assigned by the governing board

Mono County

Behavioral Health Advisory Board:

AN INTRODUCTION



Mission

To support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director and jurisdiction of the Mono County Board of Supervisors (BOS).

Current Board Membership:

- Susi Bains, Wild Iris
- Ingrid Braun, Mono County Sheriff
- Stacy Corless, Mono County Board of Supervisors
- Al Davis, Mammoth lakes Police Chief
- Jeff Franke, Resident of Mammoth Lakes
- Lois Klein, Mammoth Unified School District Superintendent
- Carolyn Balliet, Chair of IMACA

People



Responsibilities

- Assess the community's behavioral health needs and services
- Review behavioral health-related County agreements
- Engage the community in program planning processes
- Submit an annual report to the Mono County BOS
- Review and make recommendations regarding Behavioral Health Director applicants
- Review the County's performance outcome data & communicate findings to State Mental Health Planning Council
- Perform additional duties as assigned by the Mono County BOS
- Assess impact of the realignment of funding from the State to the County on service delivery to clients in the local community



Mono County

Behavioral Health Advisory Board:

2016 ANNUAL REPORT

Revitalization

In 2016, the Behavioral Health Advisory Board (BHAB) experienced a revitalization. The Board appointed several new members, re-examined the bylaws, and composed a new mission statement. Several members went to statewide trainings, and meetings are now regularly held every other month. For bylaws, mission statement, and meeting agendas, visit monocounty.ca.gov/behavioral-health/



Davison House

Davison House is a county-owned residence that the Behavioral Health Department plans to re-open as a permanent supportive housing facility by September, 2018. The BHAB has advised the Director on steps for building political will and has helped developed plans for community outreach.

Partnership & Information-Sharing

The BHAB's diverse membership allows members to share information across agencies. The BHAB is comprised of agency representatives who have common interests, but don't necessarily regularly communicate. BHAB meetings provide an avenue for identifying areas of collaboration.



Next Steps: 2017

As it grows and develops, the BHAB plans to have a more active year in 2017, including the appointment of new members, oversight of the 2017-2020 Mental Health Services Act (MHSA) Three-Year Plan (see attached infographic for further detail), reviews of key performance outcome data, and the completion of the data notebook for the State Mental Health Planning Council. The BHAB will be discussing a 2017 work plan at its upcoming meeting.

Mental Health Services Act: Funding Components

CSS

Community Services & Supports:

- FSP
 - “Whatever it takes”
- General System Development
 - Case Management
 - Supportive Services
 - Wellness Centers
 - Crisis Intervention/ Stabilization
- Outreach/Engagement
 - Foro Latino
 - Socials
- Housing Program
 - Renovation
 - Operating Reserve

PEI

Prevention & Early Intervention:

- Early Intervention
 - North Star
- Outreach for Increasing Recognition of Early Signs of Mental Illness
 - Primary Care Provider Training
 - Crisis Intervention Training (MLPD)
- Prevention
 - Peapod Program
 - Health Educator
- Access & Linkage to Treatment
 - Groups in Outlying Areas
- Stigma & Discrimination Reduction
 - Salud Mental Facebook
 - Health Fairs, etc.

INN

Innovation:

- Programs at Walker Senior Center
- Davison House Supportive Services
- Strengths-Based Interventions
- Regional Partnerships
- Integrated Physical/Mental Healthcare

CF/TN

Capital Facilities/ Technological Needs:

- Davison Renovation
- iPads for Program Evaluation
- ECHO

WET

Workforce Education & Training:

- Training & Technical Assistance
 - Strengths-Based Trainings
- Mental Health Career Pathway
- Residency & Internships
- Financial Incentive
 - Loan assumption
- Workforce Staffing Support
 - Salaries



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: CAO, Sheriff

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of Local Emergency - Severe Winter Storms

AGENDA DESCRIPTION:

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

On January 31, 2017 the Mono County Sheriff declared a state of local emergency as a result of extreme winter weather.

The Board of Supervisors ratified this declaration on February 7, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None

CONTACT NAME: Ingrid Braun

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:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: CAO, Sheriff

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman, Ingrid Braun

SUBJECT Review of Need for Continuation of Local Emergency - Snowmelt and Runoff

AGENDA DESCRIPTION:

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

On March 20, 2017 the Mono County Sheriff declared a state of local emergency as a result of continuing snowmelt and runoff from severe winter storms beginning in January 2017. The Board of Supervisors ratified this declaration on March 21, 2017, and further declared a continuing state of emergency. Mono County Code Section 2.60.080 requires that the Board of Supervisors review the need for continuing the local emergency every 14 days, and Government Code section 8630 requires that the Board review the need at least every 30 days until it is terminated. This item is provided for that purpose.

RECOMMENDED ACTION:

Review need for continuing the local emergency. If Board determines that need no longer exists, direct staff to prepare a declaration terminating local emergency.

FISCAL IMPACT:

None

CONTACT NAME: Ingrid Braun

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:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED 15 minutes (10 minute presentation;
5 minute discussion) **PERSONS APPEARING** Nathan Reade

SUBJECT Agricultural Commissioner's Bee
Registry **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

California Food and Agriculture Code Section 29044 require beekeepers to register with the County Agricultural Commissioner in the county where bee colonies are kept. This requirement exists, for the most part, to protect bee populations from inadvertent harm due to pesticide drift. In the interest of encouraging pollinator protection the Agricultural Commissioner's Office requests that your board consider waiving the \$10 fee for registration of bee colonies for hobbyist beekeepers as outlined in FAC Section 29044.

RECOMMENDED ACTION:

Waive bee colony registration fees for hobbyist beekeepers maintaining fewer than 10 colonies as outlined in California Food and Agriculture Code (FAC) section 29044.

FISCAL IMPACT:

This would require minimal staff time spent on filing registrations, estimated to be 1-2 hours per year, which would come from the Agricultural Commissioner budget.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/10/2017 5:24 PM	County Administrative Office	Yes
5/4/2017 1:29 PM	County Counsel	Yes
5/5/2017 2:09 PM	Finance	Yes



Counties of Inyo & Mono

Nathan D. Reade

Agricultural Commissioner

Director of Weights and Measures

207 W. South Street, Bishop, CA 93514

Telephone - (760) 873-7860 Fax - (760) 872-1610

Email - inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: May 16, 2017
To: Honorable Board of Supervisors
From: Nathan D. Reade, Agricultural Commissioner
Subject: Hobbyist Bee Colony Registration

Subject

Hobbyist Bee Colony Registration

Recommendation

Waive bee colony registration fees for hobbyist beekeepers maintaining fewer than 10 colonies as outlined in California Food and Agriculture Code (FAC) section 29044.

Discussion

California Food and Agriculture Code Section 29044 require beekeepers to register with the County Agricultural Commissioner in the county where bee colonies are kept. This requirement exists, for the most part, to protect bee populations from inadvertent harm due to pesticide drift. In Inyo County we have never registered bee colonies. This is not inconsistent with most counties in California. Many beekeepers throughout the state refuse to register, instead opting to take their chances with pesticide drift.

I have recently received a request to register bee colonies from a few hobbyist beekeepers. FAC 29044 provides for a County Board of Supervisors to waive registration fees for hobbyist beekeepers that maintain fewer than 10 hives:

FAC 29044: "Each beekeeper, apiary owner, apiary operator, or person in possession of any apiary, shall pay, in addition to any other fees imposed under this chapter, an annual registration fee of ten dollars (\$10) to the commissioner of the county where the bees reside on January 1, to cover the cost of apiary registration. The director shall by regulation adopt and periodically update a schedule of the fees, which shall include late fees for anyone who fails to register an apiary under Sections 29041 and 29042. The

board of supervisors of any county may waive the registration fee for any beekeeper, apiary owner, apiary operator, or person, who is a hobbyist not in the business of beekeeping and who possesses nine or fewer colonies.”

In the interest of encouraging pollinator protection the Agricultural Commissioner’s Office requests that your board consider waiving the \$10 fee for registration of bee colonies for hobbyist beekeepers as outlined in FAC Section 29044. Registrations are expected to be less than 10 beekeepers each year. This number should not impose significant workload requirements. If it is determined at a later date that bee colony registrations are imposing significant workload to the Agricultural Commissioner’s Office such information will be brought to your board for further consideration.

Fiscal Impact

This would require minimal staff time spent on filing registrations, estimated to be 1-2 hours per year, which would come from the Agricultural Commissioner budget.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED	45 minutes (30 minute presentation; 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Nathan Reade
SUBJECT	Agricultural Commissioner's Mosquito Workshop		

AGENDA DESCRIPTION:

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

Runoff in our region is projected to be very high this year. The Owens Valley Mosquito Abatement Program, which has provided mosquito abatement activities in the Mammoth Lakes Mosquito Abatement District through a contract for several years, has put together some strategies to combat potentially high mosquito populations. This presentation will outline some of these strategies. June Lake PUD, who also conducts mosquito control activities in Mono County may also participate in this discussion.

RECOMMENDED ACTION:

Receive a presentation on mosquito control efforts and concerns within Mono County.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnnun@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
5/2/2017 6:04 AM	County Administrative Office	Yes
5/4/2017 1:30 PM	County Counsel	Yes
5/5/2017 2:03 PM	Finance	Yes



Counties of Inyo & Mono

Nathan D. Reade

Agricultural Commissioner

Director of Weights and Measures

207 W. South Street, Bishop, CA 93514

Telephone - (760) 873-7860 Fax - (760) 872-1610

Email - inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: May 16, 2017
To: Honorable Board of Supervisors
From: Nathan D. Reade, Agricultural Commissioner
Subject: Mosquito Control Presentation

Subject

Mosquito Abatement

Recommendation

Receive a presentation on mosquito control efforts and concerns within Mono County.

Discussion

Runoff in our region is projected to be very high this year. The Owens Valley Mosquito Abatement Program, which has provided mosquito abatement activities in the Mammoth Lakes Mosquito Abatement District through a contract for several years, has put together some strategies to combat potentially high mosquito populations. This presentation will outline some of these strategies. June Lake PUD, who also conducts mosquito control activities in Mono County may also participate in this discussion.

Fiscal Impact

This item is only a workshop, and will not directly result in actions that may have fiscal impacts.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Board of Supervisors

TIME REQUIRED	20 minutes (10 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Stacey Simon
SUBJECT	Status of Mammoth Lakes Mosquito Abatement District		

AGENDA DESCRIPTION:

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

Presentation regarding the status of the Mammoth Lakes Mosquito Abatement District and the process for filling vacancies on its board of trustees.

RECOMMENDED ACTION:

1. Discussion regarding the status of Mammoth Lakes Mosquito Abatement District and vacancies on its board of trustees.
2. Direct the Clerk to post a special vacancy notice in the Clerk's office and in one or more public libraries within the County describing the vacancies on the District Board, the requirements to serve, and the process for applying for consideration.
3. Direct staff to agendize an item for appointment of interested persons to serve on the District Board at the next Board of Supervisors' meeting which takes place at least ten days following the posting of the notice, provided there are persons willing and able to serve. Provide any other desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff report</p>

History

Time

Who

Approval

5/10/2017 5:37 PM	County Administrative Office	Yes
5/10/2017 4:47 PM	County Counsel	Yes
5/11/2017 7:37 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Anne M. Larsen and Stacey Simon

Date: May 16, 2017

Re: Vacancies on Mammoth Lakes Mosquito Abatement District Board of Trustees

Recommended Action

1. Discussion regarding the status of Mammoth Lakes Mosquito Abatement District and vacancies on its board of trustees.
2. Direct the Clerk to post a special vacancy notice in the Clerk's office and in one or more public libraries within the County describing the vacancies on the District Board, the requirements to serve, and the process for applying for consideration.
3. Direct staff to agendize an item for appointment of interested persons to serve on the District Board at the next Board of Supervisors' meeting which takes place at least ten days following the posting of the notice, provided there are persons willing and able to serve. Provide any other desired direction to staff.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

None

Discussion

A. Mammoth Lakes Mosquito Abatement District

Mosquito abatement districts may be established pursuant to California law in order to do all of the following:

- (a) Conduct surveillance programs and other appropriate studies of vectors and vector borne diseases;
- (b) Take necessary or proper actions to prevent the occurrence of vectors and vector borne diseases;
- (c) Take necessary or proper actions to abate or control vectors and vector borne diseases; and
- (d) Take actions necessary for or incidental to the above. (Health & Safety Code section 2030.)

The Mammoth Lakes Mosquito Abatement District (“MLMAD”) provides mosquito abatement services to the Old Mammoth area in Mammoth Lakes. Mosquito populations are particularly significant along the Mammoth Creek area, near the Aspen Condos and in the Valentine reserve area.

During the breeding season, approximately April through October, the MLMAD monitors potential mosquito sources, primarily areas with standing water and wetlands, by testing water samples. If samples reveal excessive mosquito larva, standing water is drained or treated with larvicide to prevent mosquito breeding and the potential threat of public disease.

MLMAD activities shift to equipment maintenance and calibration, continuing education for district staff, and budget and administrative tasks during the winter months.

Mosquito populations may be especially significant this year as a result of the unusually high volume of snow received this winter and the resulting runoff during the Spring and Summer months.

B. District Board of Trustees

The MLMAD board of trustees should have five members which meets every three months. (Health & Safety Code sections 2024, 2025, 2028.) MLMAD board meetings are subject to the Brown Act. (Health & Safety Code section 2028.) The Board of Supervisors appoints all five board members for either two or four year terms, at its discretion. (Health & Safety Code section 2024.)

Members of the MLMAD board of trustees receive no compensation, except as follows:

- (1) trustees may receive reimbursement for actual and necessary expenses, including travel expenses, incurred while on official business [or \$100

per month each, if the MLMAD board of trustees passes a resolution to that effect]; and

(2) the secretary of the MLMAD may receive compensation in an amount determined by its board of trustees [the secretary may be either a member of the MLMAD board of trustees, or a district employee]. (Health & Safety Code section 2030.)

The Mono County Treasurer acts as treasurer for the MLMAD without compensation. (Health & Safety Code section 2028.)

C. Board of Trustees Vacancies

The terms of all members of the MLMAD board of trustees have expired and the Mono County Board of Supervisors now has authority to fill the five vacancies on the MLMAD board by appointment.

To serve on the board of trustees a person must be:

- (a) voter in county and resident of portion of county within district;
- (b) member of city council may be appointed if meets other qualifications;
- (c) trustee should have "experience, training, and education in fields that will assist in the governance of the districts"; and
- (d) represents "the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them." Health & Safety Code section 2022.)

If you have any questions on this matter prior to your meeting, please call me at 924-1707 or call Stacey Simon at 924-1704.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: Clerk of the Board

TIME REQUIRED 1 hour

PERSONS APPEARING BEFORE THE BOARD Drew Hild

SUBJECT Highmark Advisors Updated Proposal for Sierra Center Mall Lease

AGENDA DESCRIPTION:

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

Presentation by Drew Hild of Highmark Advisors, outlining updated proposal to the County of Mono for the future lease of Sierra Center Mall. This item is being sponsored by Supervisor Larry Johnston.

RECOMMENDED ACTION:

1. Pursuant to Rule 30 of the Board Rules of Procedure, determine whether to reconsider April 18, 2017 Board decision to conclude negotiations with Sierra Center Mall and, if so, whether to reopen said negotiations. 2. If recommended action #1 is approved by a majority vote, and the Board determines to reopen negotiations, review and Execute Letter of Intent unchanged and enter into Exclusive Negotiation Period; or Modify Letter of Intent in mutually acceptable way, execute and enter into Exclusive Negotiation Period.

FISCAL IMPACT:

See attached staff report.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Cover Memo
<input type="checkbox"/> Letter to Board

History

Time	Who	Approval
------	-----	----------

5/10/2017 5:31 PM	County Administrative Office	Yes
5/10/2017 4:53 PM	County Counsel	Yes
5/10/2017 9:20 AM	Finance	Yes

MEMO

TO: Mono County Board of Supervisors
Leslie Chapman
Tony Dublino
Shannon Kendall

FROM: Sierra Center
Drew Hild
Paul Rudder

DATE: May 1, 2017

RE: REVISED LOI FOR SIERRA CENTER
RECOMMENDED ACTIONS

Please find attached the revised Letter of Intent (“LOI”) for Mono County to continue their occupancy at Sierra Center and enter into a new Lease.

Upon submitting this LOI for Board of Supervisors review, we are requesting that they consider the following actions:

1. Review and Execute Letter of Intent unchanged and enter into Exclusive Negotiation Period.
2. Modify Letter of Intent in mutually acceptable way, execute and enter into Exclusive Negotiation Period.

We appreciate your consideration.

Attachment: May 1st, 2017 - Sierra Center Mall – Mono County, Letter of Intent

May 1, 2017,

Board of Supervisors
County of Mono
C/O Ms. Leslie Chapman
Chief Administrative Officer
Mr. Tony Dublino
Assistant Chief Administrative Officer
452 Old Mammoth Road
Mammoth Lakes, CA 93546

Via Electronic Delivery

RE: Updated Proposal - New Lease Between the County of Mono and Sierra Center

To Mono County Board of Supervisors:

As you are all aware from the April 18th Board meeting, we committed to issuing you an updated proposal in writing for the County's future occupancy in Sierra Center that contained significantly better economics than the previous proposal. We are outlining these terms and conditions in this Letter of Intent for the Supervisors review and discussion.

In revising our proposal we have sought to address concerns that have been highlighted by the Supervisors, staff, and the public comments toward future occupancy in Sierra Center. This Proposal includes the many changes to address those concerns in an effort to provide County Of Mono a location in which they can have efficient and comfortable facilities for their South County Office needs at a cost that is attractive, and requires minimal cash today. In addition, our Proposal will provide flexibility for long term planning and include the potential for ownership of the Property and the income that provides in the future. We have briefly outlined a few of the benefits this revised proposal will provide below;

- 1) **STOP OVER MARKET RATES** - Immediately reduce the "over market" rental situation at Sierra Center by dropping all rental rates from \$2.40 to \$1.65 per square foot, per month, on useable square footage, a 45% savings of \$0.75 square foot which equates to \$458,908 over the remaining term of Mono's current lease. When spread over the entire area that the County would control in Sierra Center, it would result in a net effective rental rate per square foot of \$1.35;
- 2) **CONSOLIDATE AND REDUCE FACILITIES** – Consolidate Mono County operations from Minaret Mall, vacating 10,688 square feet at that location and occupying 8,899 square feet available on the Third floor at Sierra Center, a 17% space savings;
- 3) **CREATE IMMEDIATE CASH SAVINGS** – Upon executing this lease and the County consolidating its operations in Sierra Center, Mono's cost savings monthly over staying at Minaret would be \$19,951.93 per month, a \$239,412.20 savings in the first full budget year or \$2.9 Million over the 144 months of the lease term, freeing up cash for other County needs;

- 4) **CONSTRUCTION TIME NOW INCLUDED** – Sierra Center will offer 6 months of rent abatement as a construction period on the new expansion space. (Our contractor estimates the construction to take 2.5 to 3 Months to complete a basic renovation. This Landlord concession would allow double that period to complete your improvements.);
- 5) **USE RENT SAVINGS TO FUND IMPROVMENTS** – Employ the \$458,908 in over market rent savings from this new lease to make improvements to the 8,899 sq. ft. expansion space in Sierra Center. This amount is equal to an improvement allowance of \$51.57 per useable square foot;
- 6) **PROVIDE LONG TERM PLANNING FLEXIBILITY** – Sierra Center’s new proposal provides the County; Two (2) options to renew and extend its lease by another 12 years each if desired, allowing Mono County to know it can control it’s location for up to 36 Years;
- 7) **PROVIDE THE COUNTY AN OPTION TO PURCHASE** – Midway through the new extended term, Mono County will be provided a one-time option to purchase the building. Detailed option language will added to the lease agreement providing the upon the option date, if the County gives notice of its intent to purchase, a valuation mechanism will be employed to derive a price and closing terms for acquisition;
- 8) **COMPARISON TO NEW BUILDING ON SQ. FT.** – The new Sierra Center lease for the County would allow it to exclusively control 37,283 square feet for its exclusive use. When compared to the proposed new building of 33,200 square feet, Sierra Center would provide 4,083 square feet more than the new building. However, the County would only be paying on 30,444 useable square feet; 2,756 square feet less than the 33,200 square feet the new building proposes;
- 9) **COMPARISON TO NEW BUILDING ON COST** – We calculate the savings from this proposal at Sierra Center to Mono County over a new building proposed by Staff are \$42,529.35 per month or \$3.49 per sq. ft. (\$115,599.75 Mort and Cam. /33,200 sf. = \$3.49 psf.). This will result in a savings of or \$510,348.00 per year. If the \$510,348.00 in savings were placed in a reserve account each year at 3% interest, over the 12-year lease term the County would have approximately 7.2 Million dollars in reserve for future County needs or unforeseen expenses such as the climate impact of the drought we just experienced.

The savings estimate above was calculated based upon information provided by County Staff on April 18th, which stated that for a new 33,200 square foot County Building, the cost was \$20,484,400.00 or \$617.00 per square foot. While we have definite questions as to this estimate, for this comparison we will assume it’s correct. To calculate monthly cost for this new building, we assumed mortgage payment is calculated by assuming interest at 4% over 35 years for the total project cost; which would result in a monthly mortgage payment of \$90,699.75 per month or \$2.74 per square foot. We further assumed CAM is the same as Sierra Center at \$0.75 per square foot per month, which equals expenses of \$24,900 per month to reach our total occupancy estimate for a new building of \$115,599.75 per month;

- 10) **COST OF NEW LEASE AT SIERRA CENTER** - The cost of a new lease at Sierra Center is based upon useable square footage, not gross as is in the new building. You pay only for the space inside your suites unlike the new building proposed. That useable square footage at Sierra Center is 30,444 square feet and that is how your rent is calculated for this proposal. The first year Sierra Center cost of Rent and CAM of \$73,070.40 per month is calculated like this: ($\$1.65 \text{ psf Rent} + \$0.75 \text{ psf Cam} = \$2.40 \text{ psf} \times 30,444 \text{ sf.} = \$73,070.40$). If this rent is applied, on a full floor basis over the 37,283 square feet the County actually would control, just like the new building proposal, County's actual cost per square foot is only **\$1.35**. ($30,444 \text{ useable sf} \times \$1.65 \text{ psf} / 37,283 \text{ full floor sf} = \1.35). When CAM charges are accounted for over the same square footage the total rent and CAM is \$1.95 at Sierra Center all-inclusive; ($30,444 \text{ useable sf} \times \$0.75 \text{ psf} / 37,283 \text{ full floor sf} = \0.60) and ($\$1.35 \text{ psf rent} + \$0.60 \text{ psf Cam} = \$1.95 \text{ psf Rent and Cam}$) This calculation shows that Sierra Center's proposal is substantially less than the new building proposal and does not commit the County to a 35 year obligation;
- 10) **LOWEST POSSIBLE BUDGET IMPACT** – By consolidating into less square footage at a lower rate and taking advantage of the rent reduction proposed in this Letter of Intent, the County can consolidate within Sierra Center with a very low capital outlay and at a time schedule that fits the County's sources and uses of cash. It would not obligate the County to a large budget commitment over 35 years that could not be easily adjusted like a Lease at Sierra Center, eliminating unforeseen capital outlays for space acquisition or difficulties subleasing in a special purpose building;
- 11) **FULL TRANSPARENCY AND NO EXECUTION RISK** – The Sierra Center lease provides full transparency as to what the County's costs will be. As an existing building that the County has occupied for many years, any improvements or costs are much more easily identified with very little variance. In addition, The County will retain flexibility to downsize or purchase the Property as future costs and staff sizes influence the budget verses the 35 year unchanging budget commitment of a new building. Lastly, a new lease will free the County of the unforeseen risks of executing a complicated new building construction project that will divert a large amount of staff time to execute. A lease stops the potential that staff time for this Project will cause a diversion from other projects in the County. Lastly, with Sierra Center there will be no design, cost or schedule risks of developing a new building. Sierra Center is a known quantity and with the appropriate management adjustments suggested by the lease language draft provided by County Counsel, will provide a secure facilities option moving forward.

Ms. Leslie Chapman
Mr. Tony Dublino
May 1, 2017
Page 4 of 13

In summary this Letter of Intent is to bring our discussions into a more formal phase. More specifically this Letter of Intent would, if accepted create a binding agreement to enter into an exclusive (60) Sixty day negotiating period where both Mono County and Sierra Center owners would work in good faith to execute a more comprehensive lease agreement containing all the terms and conditions outline herein and commercially reasonable provisions on or before July 11th, 2017. With this in mind we are now submitting this proposal to the County Supervisors for their immediate consideration, as time is of the essence.

Therefore, as the exclusive leasing agent representing Sierra Center Mall (“Landlord”) for the (“Property”), please find the following proposal to the County Of Mono, (“Tenant”), to execute a new Lease. This proposal, in the form of a Letter Of Intent (“LOI”) shall outline the agreement of the parties as to the general terms and conditions, which if acceptable, will be used by Landlord to draft and submit to Tenant a more detailed lease agreement containing these terms.

The terms are as follows:

- Location:** Sierra Center Mall
452 Old Mammoth Road
Mammoth Lakes, California 93546
- Tenant:** County Of Mono.
- Landlord:** 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as Tenants in Common DBA “Old Mammoth Highmark Associates”.
- Premises:** The new Premises shall be identified for terms of the new Lease in three categories of spaces, space currently occupied by the County under the “Current Lease”; space that will be used to consolidate other facilities into Sierra Center, the “Expansion Space” and; space on the third floor that will be identified as “Exclusive Use Common Area”. All spaces are shown on the attached Exhibit A-1 and A-2 and Exhibit B. (This square footage is for reference purposes. Actual square footage to be determined by licensed architect approved by Landlord.)
- “Current Lease”** - Tenant’s existing lease space under the Current Lease consisting of 21,545 useable square feet located on the Second and Third Floors of the Building.
- “Expansion Space” – Third Floor** - The Third Floor consist of 32,925 square feet. It is broken down as 26,186 square

feet contained within the suites plus 6,739 square feet of common areas consisting of the lobby, hallways and bathrooms.

Tenant will expand its occupancy by 8,899 useable square feet to control the entire third floor for its exclusive use including all common areas and bathrooms. Landlord will install security access control in doors and elevators to the third floor to control public and employee access under policies to be set by Landlord and Tenant. (This square footage is for reference purposes. Actual square footage to be determined by licensed architect approved by Landlord.)

Exclusive Use Common Area – These are all the hallways, bathrooms and lobby areas of the third floor that Mono County can use for their exclusive use, subject to fire exiting codes and other items as defined within the Lease .

In summary, the Current Lease of 21,545 useable square feet and the Expansion Space of 8,899 useable square feet are collectively referred to herein as the “Premises” for purposes of calculating rent consisting of a total of approximately 30,444 useable square feet. When combined with the exclusive use common area of the Third Floor, the entire area controlled by the County will be 37,283 square feet. A more detailed description of the premises will be included in the formal Lease agreement. (This square footage is for reference purposes. Actual square footage to be determined by licensed architect approved by Landlord.) See attached Exhibit A-1, A-2.

Term: 10 Years additional term upon the expiration of the original term in October 2019. The total Twelve (12) Year Term shall commence from Commencement date as described within the Lease.

Tenant Improvements: Landlord shall deliver the Expansion Space in “as-is operating condition” which shall be more specifically defined within the lease document. However, for purposes of the Letter of Intent, it shall be defined as Landlord, at Landlord’s cost complete cleaning, painting or repairs to the existing improvements as they are currently configured to make them ready for occupancy. This shall be defined as “Landlord’s Work”.

If Tenant chooses to do a more detailed improvement, Landlord will identify the costs associated Landlord's Work in preparing the premises for Tenants occupancy to a dollar amount. Tenant can apply this allowance to any cost directly related to moving into Sierra Center.

**Base Building
Improvements:**

Landlord will, at its sole cost and expense, on a mutually acceptable schedule, complete any mutually agreed upon Base Building improvements to the Building that Tenant and/or Landlord identify that need upgrading, replacing or repairing such as the roof or HVAC work. Base Building improvements shall be defined as any item, mechanical system or other improvements that effects Tenant's improvements or comfortable use of its premises. These Base Building improvements shall be identified during the lease negotiation and shall be scheduled and made a part of the final lease agreement.

Tenant Security:

In order to provide a more secure occupancy for Mono County, Landlord will completely secure the Third Floor and limit access to the common area after hours in the form of an ID Card Access System. This system will be installed at all access points to the third floor, elevator, stairwell and exterior doors. In addition, the unsecured stair in the 2nd floor atrium will be removed to create a secure third floor. Both Landlord and Tenant shall mutually agree upon access policies and hours of operation. Tenant shall be responsible for the costs of installation, operation and management of the security system including cost of ID Cards.

Renewal Options:

Tenant shall have the right to two (2) options to renew the Term for an additional Twelve (12) Years each provided the Tenant is not in default under the lease and gives Landlord 180-days written notice of its intent to renew. Rental for said option terms shall be the then fair market rent for similar space within the Town of Mammoth Lakes, CA.

Purchase Options:

Landlord shall grant Tenant a one time Option to Purchase the Building. Commencing on the 1st Month of the 7th Year of the term and ending on the last day of the first month of the 7th year of the Term of the Lease, during that period Tenant will have the right to give Landlord written notice of its intent to exercise its Option to purchase the building. Upon such written notice, Landlord shall engage an appraiser in order to

determine Landlord's Option Value. Upon receiving this appraisal, Landlord will deliver its written estimate of Value. For purposes of this Option, Landlord's Option Value shall be defined as the greater amount of \$217.73 per useable square foot for the entire building on 75,785 useable square feet or 95% of appraised value. (The building is approximately 100,000 gross square feet, which would be \$165.00 per foot, \$452.00 per square foot lower than the \$617.00 per square foot cost replacement cost estimate to build new provided by Staff.) If Landlord's Option Value is greater than \$217.73 per useable square foot as described above and Tenant does not agree with the Landlord's Option Value, then Tenant, at Tenants expense may engage its own appraiser and Landlord and Tenant will enter a form of "baseball" arbitration for the purposes of determining Landlord's Option Value which will be put in the final lease document. Once the Option Value has been determined, Landlord will deliver the written estimate of Value as defined herein and Tenant shall execute a reasonable purchase and sale agreement providing for a refundable deposit in the amount of \$1,000,000 into Escrow. Tenant will have the customary 30 day purchase inspection period to either waive contingencies and proceed or cancel and have its deposit returned. After 30 days, the deposit would become nonrefundable. Total escrow period from opening to closing shall be 90 days unless extended by Landlord. This Option is a one time right. If, Tenant fails perform during the time frames outlined within the Option or complete the escrow under the Purchase and Sale agreement, then all rights to such option shall terminate. In such event, Landlord will have no further obligation to sell the property to Tenant.

Expansion Options:

Tenant shall have a continuing "First Right Of First Option" for additional expansion space in the building as it becomes available. These options rights shall be more fully described in the Lease Amendment.

Lease Commencement:

The Lease shall have a Commencement Date of July 11, 2017.

Rent Commencement:

The Rent shall commence on the Commencement Date.

**Expansion Space Rent
Rent Abatement**

Rental for the Expansion Space shall be abated for the first 6 Months of the new Lease Term to provide time for Tenant to complete its improvements.

Base Rental:

The Base Rent for the entire Premises upon full occupancy shall be \$1.65 per square foot or \$50,235.90 per month, plus all Common Area Maintenance Fees (CAM) including all utilities, insurance and taxes to be described more fully the Lease Agreement. CAM is currently estimated at \$0.75 per square foot or \$22,834.50 per month. The combined monthly Rent plus estimated CAM during the first year shall \$73,070.40 per month. Landlord will include the common area as described in Exhibits A-1 for Tenants exclusive use at no additional rent.

Base Rental Increases:

The Base Rental rate shall be increased three percent (3%) annually.

**Operating Expense
CAM Fees:**

Tenant shall be responsible for its pro rata share of all operating expenses for the property, including, but not limited to, repairs and maintenance, utilities, janitorial, property and other taxes, insurance, snow removal for the property including management fees. These Common Area Maintenance Fees (CAMs) shall be more fully described in the Lease agreement. Landlord and Tenant will be drafting a new lease agreement with new expense and management provisions. Specific changes in the amortization of improvements and what constitutes a reimbursable expense have been the subject of detailed discussions. It is anticipated that during the good faith negotiation period all of these items shall be fully defined.

Parking:

Tenant will be granted the right to parking for its employee's on a pro rata basis, within the property at no charge. Landlord will provide parking permits to all Employees' identifying them and any County vehicles. All spots will be unreserved. In addition, Landlord reserves the right, should Landlord need to implement parking control because of unauthorized parking within the property, then Tenant shall pay its pro rata share of such expense to be more further defined in the Lease Agreement.

- Sublease Rights:** Tenant shall have the right, upon Landlord's approval, which shall not be unreasonably withheld, to sublease the premises. Any such sublease shall not relieve Tenant of its obligations under the lease agreement. Tenant shall be responsible for all costs associated with subleasing and, after deducting such cost, Tenant shall split any profits with Landlord on 50/50 basis. However, if more than 25% of the Premises is sublet or assigned at the time Tenant must exercise any option to extend the Term then Landlord shall have the right to approve such right to exercise any renewal options.
- Brokers:** Landlord and Tenant represent and warrant that there are no other brokers in connection with this transaction other than Highmark Advisors, Inc. All brokerage fees and the like relating to this transaction will be borne solely by Landlord.
- Telecopy Signatures:** Telecopied signatures may be used as originals for purposes of expediency, provided originals are thereafter promptly transmitted to the other party.
- Expiration:** This letter of intent shall expire on Tuesday, June 6th, 2017, at 5:00 PM Pacific Standard Time, and shall become void and have no further effect.
- Time Is Of The Essence:** Time is of the essence in this and every other provision of the letter of intent.
- Final Lease Documents:** This Letter of Intent shall be contingent on the execution of mutually acceptable Lease Agreement by County of Mono, approved by the County of Mono Board of Supervisors, and Landlord. It is to be understood that the terms and conditions offered in this Letter Of Intent are predicated on the execution of a Lease agreement on or before Tuesday, July 11, 2017.
- Exclusive Negotiating Period:** This Letter of Intent shall be binding on the parties to the extent that both shall agree that until Tuesday, July 11, 2017, The "Exclusive Negotiating" period, Mono County and Sierra Center will mutually employ counsel and work in good faith exclusively on this transaction towards the execution of a mutually acceptable lease/option agreement. Further, in the interest of good faith negotiations and recognition that both Parties will incur substantial expense, Mono County and Sierra Center both mutually agree that during this Exclusive Negotiating Period, Mono County will stop any and all

*Ms. Leslie Chapman
Mr. Tony Dublino
May 1, 2017
Page 10 of 13*

negotiations on other transactions. This includes any expenditure by Mono County on planning, consultants or public discussion with respect to any other building, location or development. In the event that no lease agreement can be signed by July 11th, 2017, despite the good faith efforts of the parties, then any and all obligations outlined herein shall become null and void.

All terms and conditions set forth herein shall be incorporated into a new lease agreement to be prepared by Landlord and presented to Tenant. It is to be strictly understood and agreed that other than the binding nature of the Exclusive Negotiation Period described above, that the terms and conditions referenced in this proposal shall only be binding if a new Lease Agreement and all related documents have been approved by Landlord's and Tenant's respective counsel, and further provided that such lease and all related documents have been fully executed by both Landlord and Tenant.

Sincerely,

HIGHMARK ADVISORS, INC.



Drew Cameron Hild
Principal

cc: Paul Rudder, 452 OM RD, LLC

Attachments: Exhibit A-1, A-2 - Premises Floor Plans

Ms. Leslie Chapman
Mr. Tony Dublino
May 1, 2017
Page 11 of 13

Agreed to and Accepted:

COUNTY OF MONO

Authorized Signatory

Agreed to and Accepted:

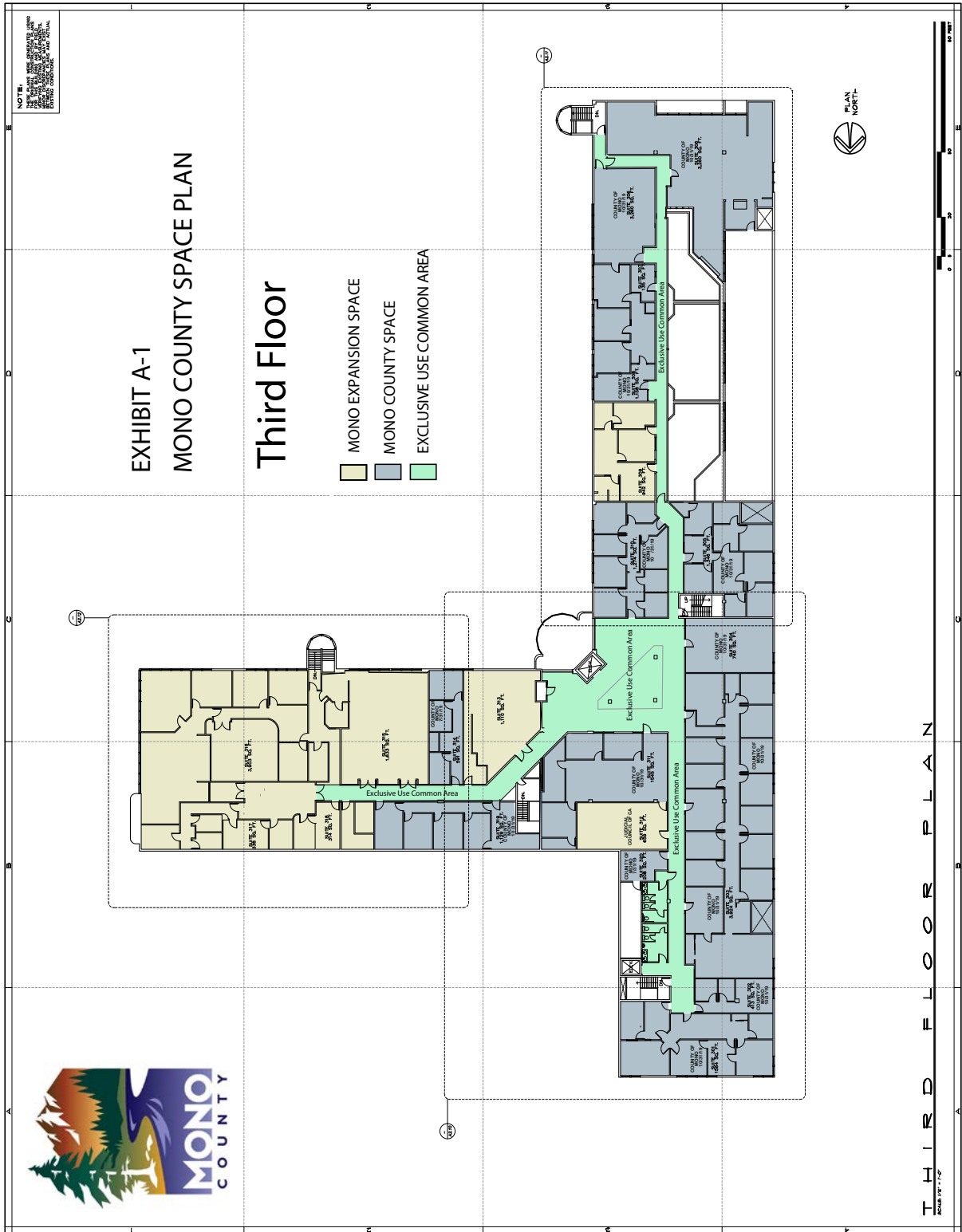
452 OM RD, LLC

Paul Rudder
It's Managing Member

Agreed to and Accepted:

HIGHMARK MAMMOTH
INVESTMENTS, LLC

Drew Hild
It's Managing Member







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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

TIME REQUIRED

SUBJECT Closed Session - Real Property
 Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:30 P.M.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 16, 2017

Departments: CAO

TIME REQUIRED 3 hours (2 hour presentation; 1 hour discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino

SUBJECT South County Facility Workshop

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino providing updated analysis on South County Facility options.

RECOMMENDED ACTION:

Direct staff to prepare project delivery and financing documents for a County Facility as part of a Mammoth Lakes Civic Center at next available Board meeting.

FISCAL IMPACT:

None at this time. Should Board decide to proceed with building, estimated taxpayer savings of approximately \$4 million over a 40-year period.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 7690.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

[Related correspondence](#)

History

Time	Who	Approval
5/11/2017 1:12 PM	County Administrative Office	Yes
5/11/2017 1:10 PM	County Counsel	Yes
5/11/2017 1:12 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

Tony Dublino
Assistant County Administrative Officer

Date: May 16, 2017
To: Honorable Board of Supervisors
From: Tony Dublino, Assistant CAO
Subject: South County Facility Workshop

Recommended Action(s):

Direct staff to prepare project delivery and financing documents for a County Facility as part of a Mammoth Lakes Civic Center at next available Board meeting.

Fiscal Impact: None at this time. Should Board decide to proceed with building, estimated taxpayer savings of approximately \$4 million over a 40-year period.

Discussion:

At the April 16th Board Meeting, the Board directed staff to:

1. *Conclude negotiations with Sierra Center Mall (SCM) owners, recognize the latest proposal as the final proposal, and direct staff to prepare final cost comparisons based on this proposal.*
2. *Direct staff to draft preliminary agreement with Town of Mammoth Lakes relating to the Development of a Civic Center on the McFlex property.*
3. *Draft preliminary procurement documents for planning, environmental analysis and engineering of a Civic Center on the McFlex property.*
4. *Prepare an analysis of County-owned space availability and potential strategies for utilizing available space, in an effort to further reduce the space needs and associated cost of a South County Facility.*
5. *Prepare final cost and financing comparisons and staff recommendations for Board consideration at the May 16th Board meeting.*

With the negotiations officially concluded, staff was able to analyze the available option of renting the Sierra Center Mall against the option of building a new structure.

The proposal of April 16th was verbally characterized at the meeting, it was accepted by the Board as the final proposal, and was duly analyzed by staff.

The resulting financials, along with dozens of related background documents, were posted to the County website and made available to the public on May 8.

They can be viewed at the following webpage:

<http://monocounty.ca.gov/cao/page/south-county-facility>

These documents include detailed financial summaries as well as charts showing the various alternatives, with explanations of the methodology, assumptions, and rationale behind each alternative.

The long-term view of the alternatives indicates that the construction of a facility for \$20.5m will cost the County approximately \$4 million less than renting for the same period.

This is not comparing apples-to-apples, however, as the comparison is between a brand new, purpose built and efficient structure as compared to a now 35 year-old building that will be 75 years old by the end of the 40 year period.

Upon review and analysis of the final proposal from SCM, staff is now able to issue a clear recommendation that the Board direct staff to initiate project delivery methods and financing documents for the Board's approval at the next available meeting.

Today's presentation will go into greater detail on how staff has analyzed the options, how this analysis has been based on Board direction, and why building a \$20.5 million facility represents the fiscally prudent decision for the long-term interests and needs of Mono County and its citizens.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino
Environmental Services Manager



April 25, 2017

Supervisor Larry Johnston, District 1
Supervisor Fred Stump, District 2
Supervisor Bob Gardner, District 3
Supervisor John Peters, District 4
Supervisor Stacy Corless, District 5
P.O. Box 715
Bridgeport, CA 93517

Honorable Supervisors:

I want to thank you for your hard work and diligence in addressing the multitude of complex issues currently facing Mono County. I greatly appreciate your commitment and dedication to the people of our County.

I understand the issue of a South County facility has been difficult, confusing, and convoluted at best. I believe Mono County is long overdue for a modern, comfortable, user-friendly, and energy efficient facility that serves both County residents and County employees. The current facilities are far from serviceable, comfortable, or reliable. Difficulties with maintenance and an unwillingness to entertain a property sale by the Sierra Center Mall proprietors makes me disinclined to encourage the Board to pursue that avenue further. I support the Board moving to build a new County facility. By doing this, both County residents and employees will have a custom-built structure designed specifically for governmental needs and purposes.

While a new facility is a large expenditure of tax dollars, a serviceable structure is necessary to conduct County business. As a County and constituency, we can no longer afford to struggle along with old, uncomfortable, and unreliable facilities. I understand that some residents are hesitant to expend tax dollars but this is, ultimately, our government at a grassroots level, a representation of our community, and the folks discharging our official business are our neighbors, friends, and family. You are us and we are you, simply put. I support the creation of a new County facility.

Thank you for your time and attention,

Liz O'Sullivan