



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

### Regular Meeting July 11, 2017

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#### 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 Special Meeting held on June 7, 2017.

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on June 12, 2017.

**C. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on June 13, 2017.

**D. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on June 20, 2017.

**E. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on June 22, 2017.

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

**A. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2017.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 5/31/2017.

**Fiscal Impact:** None.

**B. Authority to Fill a Supervising Integrated Caseworker Position at Step C**

Departments: Social Services

Grant the Department of Social Services authority to hire Ms. Jennifer Esparza at a C Step in the position of Supervising Integrated Caseworker. Ms. Esparza has 12 years of experience working in county Eligibility Services and possesses exceptional qualifications for the position of Supervising Integrated Caseworker.

**Recommended Action:** Grant the Director of Social Services the authority to fill a Supervising Integrated Caseworker position at Step C.

**Fiscal Impact:** The 2017-18 fiscal impact will be approximately \$107,839 consisting of \$65,880 in salary and \$41,959 in benefits. The cost for this position in fiscal year 2017-18 is primarily paid for with state and federal Social Services funds.

**C. Property Tax Software Maintenance Agreement**

Departments: Finance

2017-18 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

**Recommended Action:** Approve proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the county property tax system not to exceed \$125,000.

**Fiscal Impact:** Not to exceed \$125,000 for FY 2017-18.

**D. Appointment to Assessment Appeals Board**

Departments: Clerk of the Board

Appoint Madeline "Mickey" Brown to serve as a member of the Assessment Appeals Board. Ms. Brown will be assuming the unexpired term of Rose Murray, set to expire November 5, 2018.

**Recommended Action:** Appoint Madeline "Mickey" Brown to serve as a member of the Assessment Appeals Board; provide any desired direction to staff.

**Fiscal Impact:** None. The Assessment Appeals Board will be funded through the proposed 2017/2018 budget.

**E. Out-of-State Travel Request**

Departments: Clerk of the Board

As Mono County National Association of Counties alternate representative and member of the NACo Public Lands Steering Committee, Supervisor Gardner is requesting authorization of out-of-state travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here: <http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

**Recommended Action:** Approve out-of-state travel for Supervisor Gardner (the county's alternate NACo representative) to attend the NACo Annual Conference in Columbus, OH July 21-23

**Fiscal Impact:** Up to \$1,000 for conference registration and travel. Supervisor Gardner is not requesting air fare.

**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. Letter from SuddenLink**

Departments: Clerk of the Board

Information received from Suddenlink Communications informing the County the Universal HD will no longer be carried on its channel lineup.

**B. United States Fish and Wildlife Letter**

Departments: Clerk of the Board

Letter from United States Fish and Wildlife Service, Pacific Southwest Region, Reno Office, regarding the management of Conway Ranch and disease transmission.

**C. OVMAP/MLMAD Weekly Report**

Departments: Clerk of the Board

Weekly Report for June 24 - 30, 2017 from Owens Valley Mosquito Abatement Program / Mammoth Lakes Mosquito Abatement District

**D. Agricultural Commissioner's Office Department Update**

Departments: Clerk of the Board

Counties of Inyo and Mono Agricultural Commissioner's Office Department Update July 2017.

**9. REGULAR AGENDA - MORNING**

**A. Debt Financing Options for the South County Facilities Project**

Departments: Finance

1 hour, 15 minutes (45 minute presentation; 30 minute discussion)

(Janet Dutcher, Jeff Land from Brandis Tallman LLC) - After brief discussion of debt basics for governments, receive presentation from Jeff Land of Brandis Tallman LLC describing options for debt financing construction of a new government facility in Mammoth Lakes.

**Recommended Action:** Receive presentation. Provide any desired direction to staff.

**Fiscal Impact:** None at this time. This is an informational item only.

**B. South County Facility - Project Delivery Methods**

Departments: County Administrative Office

1 hour (30 minute presentation; 30 minute discussion)

(Tony Dublino, Garrett Higerd) - Presentation by Tony Dublino regarding the project delivery options for a South County Facility.

**Recommended Action:** 1. Direct staff to develop Request for Qualifications to prequalify design-build contractors of a south county facility on the McFlex parcel. Only one prequalified contractor would ultimately be selected as the design-build contractor, following a formal Request for Proposals process, if the Board elects to move forward with the facility. 2. Authorize staff to engage architect to prepare 'performance criteria' to be used in a future formal Request for Proposals.

**Fiscal Impact:** Anticipated costs of \$60,000 for architectural services to develop performance criteria that would complete a subsequent design-build request for proposals.

**C. Ordinance Implementing Digital Infrastructure & Video Competition Act**

Departments: County Counsel and Information Technology

20 minutes (10 minute presentation; 10 minute discussion)

(Stacey Simon and Nate Greenberg) - Proposed ordinance repealing and replacing Chapter 5.44 of the Mono County Code to enact regulations consistent with the Digital Infrastructure and Video Communication Act

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

**Fiscal Impact:** The county will receive franchise fees from state-franchised providers operating within the county in the amount of 5% of gross revenue.

**D. Resolution Amending Travel Policy**

Departments: County Administrative Officer  
10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman) - Proposed resolution amending sections 620 and 630 of the Mono County Personnel Rules to eliminate the requirement of Board approval for out-of-state travel by employees.

**Recommended Action:** Adopt proposed resolution #R17-\_\_\_ Amending Sections 620 and 630 of the Mono County personnel rules to eliminate the requirement of Board of Supervisors approval for out-of-state travel by employees. Provide any desired direction to staff.

**Fiscal Impact:** None.

**E. Public Health Department Staff Allocation**

Departments: Public Health  
15 minutes (5 minute presentation; 10 minute discussion)

(Sandra Pearce) - Proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Health Program Manager in the Department of Public Health.

**Recommended Action:** Adopt proposed resolution #R17-\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a Health Program Manager in the Department of Public Health. Provide any desired direction to staff.

**Fiscal Impact:** There is no fiscal impact on the County General Fund. Funding from this position comes from a variety of sources including Title V, Title XIX, Prop 56, Ryan White Part B, and Public Health 1991 Realignment.

**F. Probation Staff Promotions to Deputy Probation Officer III, Step B**

Departments: Probation  
10 minutes (5 minute presentation; 5 minute discussion)

(Karin Humiston) - Proposed promotion of two existing employees from Deputy Probation Officer II, B Step to Deputy Probation Officer III, B Step.

**Recommended Action:** Authorize the promotion of two existing employees, Jon Himelhoch and Erin Van Kampen, from Deputy Probation Officer II, B Step to Deputy Probation Officer III, B Step.

**Fiscal Impact:** These positions are funded with a combination of general fund and various other grants and are included in the department's proposed budget for FY17-18.

**G. Amendment of Allocation List**

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution amending the Mono County allocation list to change the Solid Waste Superintendent position from 0.8 FTE to 1.0 FTE.

**Recommended Action:** Approve resolution #R17-\_\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the Solid Waste Superintendent from 0.8 FTE to 1.0 FTE.

**Fiscal Impact:** The fiscal impact for all the 2017-2018 budget year is \$31,170 of which \$17,522 is salary, \$4,569 is the employee portion of PERS, and \$9,079 is the cost of benefits. This additional amount will be included in the final budget.

#### H. **Employment Agreement for Solid Waste Superintendent**

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Justin Nalder as Solid Waste Superintendent, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R17-\_\_\_\_, Approving a contract with Justin Nalder as Solid Waste Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the county.

**Fiscal Impact:** The cost for this position for the remainder of FY 2016-2017 (June 26 to June 30th) is approximately \$2,710 of which \$1,665 is salary; \$2,744 is the employer portion of PERS, and \$648 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2017-2018) would be \$155,848 of which \$87,612 is annual salary; \$22,843 is the employer portion of PERS, and \$45,393 is the cost of the benefits.

#### I. **Employment Agreement with Alicia Vennos as Economic Development Director**

Departments: Human Resources

5 minutes

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

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R17-\_\_\_\_, Approving a contract with Alicia Vennos as Economic Development Director, 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 (May 20 to June 30th) was approximately \$18,726 of which \$11,502 is salary; \$2,744 is the employer portion of PERS, and \$4,480 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2017-2018) will be \$166,750 of which \$102,420 is annual salary; \$24,437 is the employer portion of PERS, and \$39,893 is the cost of the benefits.

**J. Employment Agreement with Sandra Pearce as Public Health Director**

Departments: Human Resources

5 minutes

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

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R17-\_\_\_\_, Approving a contract with Sandra Pearce as Director of Public 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 (May 2 to June 30th) was approximately \$29,492 of which \$18,114 is salary; \$4,322 is the employer portion of PERS, and \$7,055 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2017-2018) will be \$191,448 of which \$112,092 is annual salary; \$29,227 is the employer portion of PERS, and \$50,129 is the cost of the benefits.

**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.

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 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. Workshop on Proposed Joint Powers Agreement Establishing the Owens Valley Groundwater Authority**

Departments: CAO, Community Development, County Counsel  
One hour (20 minute presentation; 40 minute discussion)

(Leslie Chapman, Wendy Sugimura, and Stacey Simon) - Presentation regarding joint powers agreement proposed by the County of Inyo to establish the Owens Valley Groundwater Authority, an entity to serve as the Groundwater Sustainability Agency (GSA) for the Owens Valley Groundwater Basin, or portions of that basin.

**Recommended Action:** Hear presentation and provide any desired direction to staff.

**Fiscal Impact:** None at this time.

**B. Treasury Loan for Purchase of Election Equipment**

Departments: Finance, Elections  
15 minutes (10 minute presentation; 5 minute discussion)

(Janet Dutcher) - Finance the purchase of the new election equipment from Dominion Voting Systems, Inc. with a 5-year Treasury loan so as to preserve the county's eligibility under AB 668, Voting Modernization Bond Act of 2018, which in its current form qualifies the county for reimbursement but only if we continue to make payments on the date that the legislation becomes effective.

**Recommended Action:** 1. Approve the use of a Treasury Loan to fund the purchase of the new election equipment. 2. Authorize the County Administrator to sign the loan agreement for the Treasury Loan.

**Fiscal Impact:** The fiscal impact would be \$47,937 annually. The interest cost of this loan is \$15,687, which is considerably less than the cost to lease the equipment from the vendor. Interest cost will be less if an opportunity arises to pay off the loan early.

**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.

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 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 held on June 7, 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
7/6/2017 4:28 PM	County Administrative Office	Yes
7/6/2017 9:03 AM	County Counsel	Yes
7/5/2017 5:28 PM	Finance	Yes



**DRAFT SPECIAL 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

**Special Meeting  
June 7, 2017**

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<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M17-105 to M17-115</b>
<b>Resolutions</b>	<b>R17-44 to R17-45</b>
<b>Ordinance</b>	<b>ORD17-09 not used</b>

9:04 AM Meeting called to Order by Chair of the Board Corless

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

*Break: 10:00 a.m.  
Reconvene: 10:08 a.m.  
Break: 11:11 a.m.  
Reconvene: 11:20 a.m.  
Closed Session: 12:48 p.m.  
Reconvene: 1:18 p.m.  
Adjourn: 2:45 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**  
*No one spoke.*

**Note:**

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

**MOTION TO ADD “URGENT” AGENDA ITEM**

**Stump moved to add as urgency item; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-105**

**Stacy Simon:**

- Request from a resident of Mono City, Katie Bellomo, Mother of family in June Lake passed away over the weekend. The family is requesting a waiver of burial fees. The request was made after the posting of the agenda and the burial is time-sensitive and must take place prior to the next regularly-scheduled meeting.

**MOTION TO CONSIDER REQUEST FOR BURIAL FEE WAIVER**

**Action:** Approve the requested burial waiver, made on behalf of the affected family by Ms. Katie Bellomo.

**Stump moved, Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-106**

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 9, 2017, as corrected.

**Stump moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-107**

**Supervisor Gardner:**

- Page 6, his comment should read “Have homeowners expressed interest in improving their roads so they can be considered part of this mileage?”

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 16, 2017, as corrected.

**Stump moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-108**

**Supervisor Corless:**

- Page 1, correct spelling of names of public speakers to “Jiselle Kenny of Wild Iris, Joel Rathje, and Rick Boccia”
- Page 6, add Amanda Greenberg’s last name
- Page 16, correct spelling to “Marianne O’Connor”.

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

**Supervisor Corless:**

**Note:**

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- May 17-June 5: Attended CSAC Legislative Conference, as always informative—sessions re: cannabis, impacts of federal policy and call to action from fellow supervisors to stand up for people in our counties; discussion with legislators, meetings with our representatives. Highlight was luncheon speaker AG Javier Becerra.
- Community Corrections Partnership: Update on organizational structure and meeting schedule; formed working group to complete CCP 5 year plan; informative update from Community Services Solutions on transitional services provided to released inmates.
- Meetings with Sen. Harris and Feinstein staff Friday of Memorial Weekend—
- Rep. Cook visit: Toured Bodie, meeting with local government staff and electeds. Although many wished for a town-hall style meeting, appreciate the opportunity to discuss our concerns and show our congressman around the county. Bodie was very busy—sign of a high visitation summer ahead! With our Congressman and staff, Clear that the current state of federal affairs is taking a toll/causing stress at every level.
- Community Conversation with Councilmembers Fernie and Wentworth 5/31: great turnout and discussion on regional issues: housing continues to be a big concern; need for even more communication/better understanding of financing/budgeting for projects; urge local governments to work together.
- Behavioral Health Advisory Board: Community survey results (attached, presented by Amanda Greenberg) started a great discussion about innovative ideas to address issues such as isolation and anxiety.
- Still looking for mosquito district board members.
- Flooding—Sherwin Cr Rd closed due to flooding-
- Request to sign on to a climate change recognition statement: <http://wearestillin.com/>
- Condolences and comfort to family and those affected by recent deaths, thinking especially of our first responders and crisis counselors who are helping others while also impacted by these losses.
- Note by Supervisor Stump that Supervisor Johnston is facing a major health issue and is absent while seeking treatment at UC San Francisco.

**Supervisor Gardner:**

- On May 16, we held a meeting in June Lake on the road situation in the Clark and Petersen Tracts. Stacy Simon, our County Counsel, and Garrett Higerd, our County Engineer, provided good information for residents about the unique legal and financial status of the roads in these areas. A Committee of interested citizens was formed to work on a potential proposal to establish a Zone of Benefit for the Clark Tract. This group has been active already.
- I continue to work with County staff and representatives of Southern California Edison (SCE) to learn about the status of the three SCE dams in the Rush Creek area, and anticipated runoff impact. We have held numerous meetings and phone calls with SCE, and will be holding a community meeting for June Lake residents on June 19. The Sheriff is the primary County emergency planning contact on this issue.
- From Tuesday May 23 to Friday May 26, I attended the National Association of Counties Western Interstate Regional Conference in Sun River, Oregon. I found the conference very useful. Subjects of interest included cannabis regulation, federal legislative and budget status, wild horses, wildfire prevention, opioid abuse, cross-sharing of county health services, public lands planning, general health care policy, and county energy efforts. I will have a report for the Board later this month.
- Community Development planning staff held four June Lake Short Term Rental workshops in late May, and will continue this process in June, starting tonight. I commend Wendy Sugimura, Paul MacFarland, and Scott Burns for the time and energy they have devoted to this project.
- On May 28 Board Chair Corless, Supervisor Peters and I participated in selected meetings with Congressman Paul Cook and his staff. The meetings gave some county leaders an

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opportunity to meet with Rep. Cook in an informal setting. A letter to Rep. Cook with our County policy recommendations for his consideration is included in this meeting's agenda.

- I attended the Treasury Oversight Committee meeting last Wednesday with Supervisor Johnston. The County's investment portfolio continues to do well.

**Supervisor Johnston:**

- Absent

**Supervisor Peters:**

- 28<sup>th</sup> Tour with Congressman Paul Cook – Bodie & Mammoth Mountain
- 29<sup>th</sup> Memorial Day ceremony at BP Cemetery MWTC color guard
- 31<sup>st</sup> 8<sup>th</sup> Grade Graduation
- 1<sup>st</sup> CHS Graduation
- 2<sup>nd</sup> Community Service Solutions Annual Health Fair – Hospice Behavioral Health Social Services MCSO CHP
- 3<sup>rd</sup> Lions Club Breakfast
- 6<sup>th</sup> CSA #5
- Annual Bridgeport Gun Clubs - Gun Rights Dinner 230 people \$25,000 Kim Rhoades 6 time Olympic medal winner. 6 Olympics starting in 1992 and planning to continue in the next several Olympics
- Lastly, I would like to thank Public Works, Cal Trans and the National Park Service for road clearing on 108 and 120.
- Bridgeport Reservoir came up 1 ½ feet over weekend spoke with Bert Bryan WRID re status of Concession at the marina
- Topaz is filling up
- Fire north of county line Topaz lake area
- Upcoming Events
- June 7th Community Meeting regarding Cannabis
- Town Halls June 21<sup>st</sup> BP Forest Service and Broadband – Race Communications – Fox Industries
- July 13<sup>th</sup> AV Cannabis and Broadband

**Supervisor Stump:**

- Attended many meetings since the last report. Tri Valley Water Commission and CSA 1 among them. Multiple meetings, conversations, and phone calls about the ongoing cannabis problem in District 2. Same around the SGMA issue in District 2. CSA 1 had a fund raising for the skate park last Saturday.
- I spent last weekend watching water levels in District 2 on the West Side of the District. Areas of concern are the Juniper Loop area in Crowley, McGee Creek next to the houses, Rock Creek in Sunny Slopes, and Lower Rock Creek in the area of the Hooper Subdivision just below Paradise. Thank you to Public Works for delivering more sand to the Long Valley Fire Department. The original pile there was 2/3rds gone as people have been filling sandbags. I made a request to the Sheriff to have inmates fill bags and stage them pre-filled at the Fire Station.
- Small amount of sewer leakage, sandbags were put out, Lahanton was notified.
- Other issues worked on include emergency responder radio system problems, issues around Race Communications projects, and the multi-agency septic tank project behind the Sheriff Substation in Crowley. Also checked weed abatement at the Mt Morrison Cemetery. Cemetery looked good and thank you to Facilities for that.
- Thank you to my fellow Board members for making themselves available for the Special Meeting - Closed Session last Wednesday.
- Noted that Supervisor Johnston is absent due to illness; wishes him the best.

## 5. COUNTY ADMINISTRATIVE OFFICE

**Leslie Chapman:**

**Note:**

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

- Will be bringing back a report to the Board on the governance workshop held yesterday.
- Employee party will be held this summer; there will be no public funds used to pay for the band or the food for this party. Wednesday June 28 will be kicked off with 3.2 m road race. BBQ will be held at Mono Lake Park and an awards ceremony. Idle Hands (bluegrass band) will be there.
- Might want to discuss healthy communities and how the county should be involved at our strategic planning meeting next week
- It is Budget season.
- Cannabis group meeting, she remains impressed on the high quality of our staff. They will be presenting next week.
- Met with Sandra Pearce, new Public Health Director. Has some great ideas and some challenges ahead.
- Biomass Boiler event later today.

## 6. DEPARTMENT/COMMISSION REPORTS

### **Sheriff Braun:**

- Two emails: Sherwin Creek Campground and road are closed due to flooding. And Natl Weather Service says be prepared for anything. Thunder storms this weekend, sandbagging will occur near the creeks.

### **Robin Roberts:**

- Cluster of suicides in Mono County in the last month, Public Health, CAO, and her dept are meeting.

### **Garrett Higerd:**

- Jail funding accepted, working with finance to plan next steps for our portion of funds. Approved for full \$25m, about \$440k in soft costs. Will be looking at all issues around our match requirement. Next steps would be real estate due diligence, demo of old hospital building, have been talking to dept heads about their storage needs.
- Sewer leak over the weekend, he's on the board. Credit to Patrick Allen, their general manager, for averting a more significant crisis. Contractors did a great job, also had help from ML water district.

### **Peter Chapman:**

- Update on lighting project. Contracts are coming out, the SCE bills are coming out to pay for the project. The savings from this has moved the County up a tier to silver. Mono co is receiving recognition and rebates for it.

## 7. CONSENT AGENDA

Supervisor Stump pulled items D and G

### A. IHSS Advisory Board Appointment

Departments: Social Services

The Department of Social Services requests the Board of Supervisors appoint Elena Espinosa to the In-Home Supportive Services Advisory Board. If appointed, Ms. Espinosa will serve under the category of a community-based caregiver and advocate for seniors.

**Action:** Appoint Elena Espinosa of Coleville, California to the In-Home Supportive Services (IHSS) Advisory Board to serve a three-year term, commencing on June

#### **Note:**

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



6, 2017 and expiring on June 5, 2020.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-109**

**Supervisor Peters:**

- Ms. Espinosa is a dedicated member of the community and will be a great addition to this board.

## **B. California Automated Consortium Eligibility System (CalACES)**

Departments: Social Services

Approval of the Joint Exercise of Powers Agreement and the Memorandum of Understanding with the California Automated Consortium Eligibility System (CalACES)

**Action:** Approve (1) the Amended and Restated Joint Exercise of Powers Agreement, and (2) the Memorandum of Understanding between the California Automated Consortium Eligibility System and the County of Mono.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-110**

## **C. FY 16/17 RSTP Road Funding Agreement**

Departments: Public Works - Road

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

**Action:** Approve and authorize Chair's signature on the FY16/17 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-111**

## **D. Groundwater Sustainability Agency Election for Fish Slough Area**

Departments: Community Development, County Counsel

Proposed resolution declaring County's intention to serve as the Groundwater Sustainability Agency for those portions of the Fish Slough sub-basin of the Owens

**Note:**

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

Valley Groundwater Basin that are within Mono County in the event such sub-basin is designated a medium, high or very high priority basin.

**Action:** Adopt proposed resolution #R17-44, A resolution of the Mono County Board of Supervisors, indicating its intention to serve as the Groundwater Sustainability Agency for those portions of the fish slough sub-basin that are located within Mono County in the event such sub-basin is designated as a medium, high, or very high priority groundwater basin.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-44**

**Supervisor Stump:**

- The Board has already taken action with regard to the GWSA, but a portion of Fish Slough may not have been covered, which would potentially have made the entire basin vulnerable to State intervention.

**Stacy Corless:**

- The area the state added in 2016 is not yet ranked. We don't have to serve as GSA until it's ranked, however, we want to make sure that area is covered at such a time it becomes ranked.

**E. Letter to the California Highway Patrol Supporting a New Facility in Bridgeport**

Departments: Community Development

Consider supporting the Bridgeport Regional Planning Advisory Committee's (RPAC's) recommendation that a new California Highway Patrol facility be located in Bridgeport.

**Action:** Consistent with past Board positions, authorize the Chair to sign letter supporting the new facility.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-112**

**F. Amendment to the Eastern Sierra Transit Authority (ESTA) Joint Powers Agreement (JPA)**

Departments: CAO

Fourth amendment to the ESTA joint powers authority agreement to extend until December 31, 2018, the provision that permits the member entities to fill one of their two ESTA Board positions with a member of the public at large.

**Action:** Approve fourth amendment to ESTA JPA

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**Note:**

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

**M17-113**

**G. Public Health Department Staff Allocation**

Departments: Public Health

Approve the job description and resolution for the allocation of a Tobacco Control Program Coordinator.

**Action:** Adopt proposed resolution #R17-45, A resolution of the Mono County Board of Supervisors, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add Tobacco Control Program Coordinator in the Department of Public Health. Provide any desired direction to staff.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-45**

**Supervisor Stump:**

- Is there the ability to cross train staff?

**Sandra Pearce:**

- Public Health always a juggling act. This position is prop 56 funding, is perceived to be a funding stream for many years. Sees mobility down the line, potential to add a secondary position in future.

**H. Out of State Travel Request**

Departments: Board of Supervisors

As Mono County National Association of Counties representative and member of the NACo Public Lands Steering Committee, Supervisor Corless is requesting authorization of out-of-state- travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here: <http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

**Action:** Approve out of state travel for Supervisor Corless (the county's NACo representative) to attend the NACo Annual Conference in Columbus, OH July 21-23.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-114**

**8. CORRESPONDENCE RECEIVED**

**Note:**

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

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 MoMart**

Departments: Clerk of the Board

Application for Alcoholic Beverage License from the Bridgeport MoMart.

**B. Letter re: Camp Azusa**

Departments: Clerk of the Board

Letter received from the Department of Water and Power regarding the use of Camp Azusa Campground. The Board of Supervisors was copied on this letter.

**C. Letter to Representative Paul Cook Regarding his Visit**

Departments: Board of Supervisors

Letter to Representative Paul Cook regarding his Memorial Day visit to Mono County and asking for his continued support on issues that directly affect Mono County. This letter is provided for Board information only. The letter was drafted and sent consistent with the County's Legislative Platform.

**9. REGULAR AGENDA - MORNING**

**A. Termination of the Mono County Narcotic's Enforcement Program**

Departments: District Attorney

(Tim Kendall) - Explanation as to why the Narcotic Enforcement Program will no longer be utilized.

**Action:** None. Information Only.

**Tim Kendall, District Attorney:**

- Update in regards to the County narcotics program. Went through his staff report. Went through his Power Point.

**Robin Roberts:**

- Continued going through the Power Point.

**Tim Kendall:**

- Very troubled over changes that have occurred over the last 5 or 6 years. TOML was not interested in discussing this issue. Sad to see the program ending; it's not a priority to his partners anymore. Finished Power Point

**Supervisor Corless:**

- Asked the Board to refrain from attacks on other agencies and/or departments.

**Supervisor Gardner:**

- Yesterday, we heard the difference between means and ends. Today we need to discuss ends. The end should be what do we want the quality of life to be in Mono County? Thinks this issue should be priority to the County. Would like to support a task force to come back to the Board through the strategic plan.

**Supervisor Peters:**

**Note:**

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

- Agrees with Supervisor Gardner. Needs to be a proactive approach with a collaborative effort.

**Supervisor Stump:**

- Empathizes with getting phone calls from citizens. Supports the analysis, agrees to just stop the program isn't acceptable. Would like to formally request as a Board to discuss this with partners.

**Supervisor Corless:**

- Agrees with the direction proposed, would like to see a formal letter. She will bring this up to the Town tonight at their meeting. Would like to mention this presentation in public comment.

**Leslie Chapman:**

- TOML / County joint meeting is set for July 18<sup>th</sup>, she has already mentioned to Dan Holler that this should be discussed.

**Robin Roberts:**

- Would like a task force that includes community members as well as law enforcement.

**Sheriff Braun:**

- Her staffing levels did not allow her department to continue to participate. They are not stopping enforcement, but they can't be a part of MONET team right now. Unfair burden on the county when the Town won't participate because most of the crime comes out of the Town. Happy to help with task force.

**Sandra Pearce, Public Health:**

- Reiterated what a priority this issue is in her department and she's willing to help and participate in any way.

**Nancy Mahannah:**

- Feels enforcement is part of prevention.

**Supervisor Peters:**

- Is there anything else you need to request of the board for a proactive approach?

**Tim Kendall:**

- Understands the board is supportive of being proactive, of solutions we may face down the road, supportive of collaborative effort with the Town.

## B. Budget Ad Hoc Committee

Departments: CAO, Finance

(Leslie Chapman, Janet Dutcher) - Establishment of Budget Ad Hoc Committee consisting of two Supervisors.

**Action:** Establish the Budget Ad Hoc Committee. Appoint Supervisor Gardner and Supervisor Peters to the Committee.

**Corless moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

### M17-115

**Leslie Chapman:**

- She was directed earlier to bring this back the board. Will be a 2 member board to present the budget during community meetings. Asking two members to be on the committee.

**Supervisor Gardner:**

- Volunteered to be on the committee, requests Supervisor Peters to also be on the committee. As new supervisors, he feels getting involved in the budget will lead to better understanding

**Supervisor Stump:**

- Supports Supervisor Peters being on the committee.

**Note:**

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

**Supervisor Peters:**

- Accepts, looks forward to reporting back to the Board on the budget.

**C. Multi-Agency Fire MOU Presentation and Discussion**

Departments: CAO; Board of Supervisors

(Craig Thomas, Malcolm North, Leland Tarnay ) - Presentation by Craig Thomas, Conservation Director of Sierra Forest Legacy, Malcolm North, Research Ecologist for the US Forest Service, and Leland Tarnay, Ph.D., Physical Ecologist for the Forest Service regarding a Fire MOU Partnership. This item is sponsored by Supervisor Corless.

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

**Deb Schweitzer:**

- Introduced each presenter.

**Craig Thomas:**

- Congratulations on the County's Biomass Boiler.
- Went through his Power Point.

**Malcolm North:**

- Went through his Power Point

**Leland Tarnay:**

- Went through his Power Point

**PUBLIC COMMENT:**

**Liz:**

- Very important that we balance this. Doesn't think it's viable to try to reverse so many years of fire suppression. Air quality is directly related to the tourism economy. Why is the Federal government being held to one standard and industry to another? Feels it's an important issue to talk about people cannot afford to develop health problems because of poor air quality caused by prescribed burns. Advocates for a more moderate approach.

**Phillip Kiddo, Air Control District:**

- Very involved and engaged in monitoring air quality. There are a lot of restrictions out there.

**Sandra Pearce:**

- Dr. Johnston, the County's Health Officer, does give out a health advisory when smoke levels are high, when certain groups need to be aware of levels or if air is unhealthy as a whole.

**BOARD DISCUSSION:**

**Supervisor Gardner:**

- Appreciated the presentation. Has worked with Deb Schweitzer before. Noted that prescribed burns during different times of years would have less impact on air quality. The County's role, how can we support the overall forest health?

**Craig Thomas:**

- Lots the county can do. Being a partner means we come together to solve the tough problems. Information sharing, when new technologies come along, we can work together.
- Letters of support are very much appreciated.

**Supervisor Stump:**

- State of CA uses a different model than the Federal government and could free up money to be used in forests.

**Malcolm North:**

- Sheep grass is perfect example. Question is, are we going to be reactive or proactive?

**Supervisor Peters:**

**Note:**

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

- Appreciates the passion and the science behind it. Sees an opportunity for the board and county through our legislative platform to advocate for this at the state level. Has seen the smoke impacts to our tourism, shifts focus to other areas of the county.

**Supervisor Corless:**

- Is there a way we can advocate for this through the agencies we're a member of?

**Deb Schweitzer:**

- Forest plan direction is to be more proactive.

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

*No one spoke.*

**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 - 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. Facts and circumstances: Request for refund of franchise fees by Liberty Utilities LLC.

**THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M. AT THE MONO COUNTY PUBLIC WORKS - ROAD SHOP, LOCATED AT 201 JACK SAWYER RD, BRIDGEPORT, CA.**

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

*No one spoke.*

**13. REGULAR AGENDA - AFTERNOON**

**A. Bridgeport Shop Biomass Boiler Tour and Ribbon Cutting Ceremony**

Departments: Public Works

1:30 P.M. - 1 hour

**Note:**

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

(Joe Blanchard) - Conduct a ribbon cutting ceremony and tour of the County's new biomass boiler system and honor staff, community members, and funding agencies that made the project possible.

**Action:** None (informational only).

Handouts provided at the ceremony are available under "Additional Documents" on our website.

**ADJOURN**

**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** July 11, 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 minutes of the Special Meeting held on June 12, 2017.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Shannon Kendall

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

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Draft 6-12-17 Special Minutes](#)

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### History

Time	Who	Approval
7/2/2017 12:00 PM	County Administrative Office	Yes
7/3/2017 5:47 PM	County Counsel	Yes
6/27/2017 6:50 PM	Finance	Yes



**DRAFT SPECIAL 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  
June 12, 2017**

---

Flash Drive	Portable Recorder
Minute Orders	Not used
Resolutions	Not used
Ordinance	Not used

9:04 AM Meeting called to Order by Chair of the Board Corless

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

*Break: 3:04 p.m.  
Reconvene: 3:20 p.m.  
Adjourn: 3:56 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 Corless.

**1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**2. AGENDA ITEMS**

**A. Strategic Planning Workshop**

Conduct a Strategic Planning Workshop.

**Action:** None.

**Supervisor Gardner:**

- Introduced Tom McWeeney.

**Note:**

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

- He will give recap of this morning's materials.
- Then, he'll carry on with additional materials.

**Tom McWeeney:**

- Review of this morning's power point (entire presentation will be posted to the web page as additional documents).
- What are we facing, what do we want to do about it? What are activities and what are obstacles to this?

General Board discussion.

**Discussion about words or statements applicable to Mono County:**

- Confidence in local government
- Trust
- Good communication
- Threats to human life
- Effects of drugs, alcohol, etc.
- Create ability to respond.
- Economic Growth

**What has to change?**

- Public perception – people being more involved in decision making process.
- Resource Allocation, nature of county positions.

Brief exercise – departments choosing an issue that needs to be addressed, defining why it's an issue and coming up with ways to address and measure outcomes and 3-5 critical success factors.

Discussion of next steps.

Tom will summarize a vision statement and an outline of our discussion; may need focus groups to move this forward.

Doesn't feel we'll have a complete plan by the time we adopt a new budget.

**ADJOURN 3:56 p.m.**

**ATTEST**

---

**STACY CORLESS**  
**CHAIR OF THE BOARD**

---

**SHANNON KENDALL**  
**CLERK OF THE BOARD**

**Note:**

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 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 minutes of the Regular Meeting held on June 13, 2017.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Draft Minutes</a>

**History**

Time	Who	Approval
7/2/2017 7:10 AM	County Administrative Office	Yes
7/3/2017 5:52 PM	County Counsel	Yes
7/3/2017 10:30 AM	Finance	Yes



**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  
June 13, 2017**

---

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

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

*Break: 10:37 A.M.  
Reconvene: 10:54 A.M.  
Break: 3:18 P.M.  
Reconvene: 3:28 P.M.  
Closed Session: 11:30 A.M.  
Reconvene: 1:20 P.M.  
Adjourn: 4:28 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**

No one spoke.

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve the minutes of the Special Meeting of May 19, 2017.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-116**

**B. Board Minutes**

Departments: Clerk of the Board

Approve the minutes of the Special Meeting of May 31, 2017.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-117**

**C. Board Minutes**

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on June 6, 2017.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-118**

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

**Supervisor Corless:**

- Many thanks to Tom McWeeney, board and county staff for strategic planning workshop
- Town Council Meeting 6/7: Spoke in public comment regarding narcotics enforcement issue, town manager noted that the issue will be on the 6/18 joint meeting agenda.
- Upcoming meetings: 6/16, town-county liaison committee; 6/16 Eastern Sierra Council of Governments.

**Supervisor Gardner:**

- Last week, attended the Biomass Project ribbon cutting event at the Public Works facility. It was exciting to see the new equipment in operation and to learn about this energy-saving opportunity for the County. Thanks to everyone who made this project possible.
- Thanks also to everyone who participated in yesterdays' strategic planning workshop. As discussed, it takes time to do this type of planning well, and it's better to pause and develop a solid plan than to rush the process. He was impressed with the level of interest, and the commitment in the room to better planning and management for our County. He looks forward to the next steps in this endeavor.
- There will be a meeting next Monday night the 19<sup>th</sup> at 6:00 PM in the June Lake Community Center for the community to hear a presentation from Southern California Edison about the condition of the Rush Creek Dams, and the mitigation work they have been doing in that area. Businesses are also invited to a special meeting at 4:00 Pm for a similar meeting.

**Supervisor Johnston:**

- Absent

**Supervisor Peters:**

- 7<sup>th</sup> Cannabis Town Meeting in Antelope Valley

## MEETING MINUTES

June 13, 2017

Page 3 of 12

- 7<sup>th</sup> Bio Mass Boiler Ribbon Cutting
- 8<sup>th</sup> Met with Town of Mammoth staff Dutton and Hayes
- 12<sup>th</sup> LTC
- 12<sup>th</sup> Strategic Plan Workshop
- 13<sup>th</sup> RPAC in Bridgeport Tonight
- Upcoming Events
- Town Halls June 21<sup>st</sup> BP Forest Service and Broadband – Race Communications – Fox Industries
- July 13<sup>th</sup> AV Cannabis and Broadband

### **Supervisor Stump:**

- Thursday and Friday spent on Cannabis and Sustainable Groundwater Act. Wants to thank Stacey Simon and Anne Larson for their work on both.
- Had a telephone meeting with the Benton Tribal Chair. Discussed cannabis, Race Communication's project on Tribal Land, and a potential need for a Tribal Elder living in the Antelope Valley. Thank you to Supervisor Peters for being available to help if needed.
- Monday 6-12 attended the LTC meeting. Several Budget items approved. Commission voted to move \$18,000 out of reserve to fund a Friday Dial-A-Ride service for Walker area seniors. Thank you to Megan Foster for bringing this need to the Commission's attention.
- He will also request to adjourn the meeting in the memory of Mike Levine, long time Mono County and Swall Meadows resident who passed away in his sleep on June 3rd. Mike was instrumental in developing the first full coverage radio system for the Inyo National Forest, a system that the Inyo is still using today with some additions. His home has the distinction of surviving all three major fires that have occurred in the Swall Meadows area since the early 1980s. Mike was an engaged citizen who cared deeply about community safety issues.

## **5. COUNTY ADMINISTRATIVE OFFICE**

### **Leslie Chapman:**

- Exciting week. Reflecting on all we've done, feels honored to be working with such a great team. The level of quality ideas coming from the department heads was impressive. The workshop was fantastic.
- We were approved by Board of Corrections for our jail grant.
- Project review team met. Exciting things coming forward from that.
- Talking about putting together a suicide task force.
- Will be gone next Tuesday, Tony will be here in her place.
- Joint Town County meeting will take place on July 18<sup>th</sup>, starting about 1 pm.
- Will bring back the Board workshop results at a later date, probably mid to late July.

## **6. DEPARTMENT/COMMISSION REPORTS**

### **Shannon Kendall, Clerk of the Board:**

- It is her pleasure, excitement, and relief to introduce Scheereen Dedman, as the new Sr. Deputy Clerk.

### **Ingrid Braun, Sheriff:**

- Mark Hanson has been chosen as the new Sergeant. Gave an overview of his history and qualifications.

## **7. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

### **A. Resolution Updating Community Corrections Partnership Executive Committee Members**

Departments: Probation

Proposed resolution approving updated List of Community Corrections Partnership Executive Committee members.

**Action:** Adopt proposed resolution #R17-46, Declaring approval of the appointment of the following members assigned to the Mono County Community Corrections Partnership Executive Committee. Provide any desired direction to staff.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-46**

#### **B. Mono County WIC Program Budget Amendment**

Departments: Health Department

Initiation of contract amendment with California Department of Public Health (CDPH) Women Infants and Children (WIC) Program pertaining to contract amendment #15-10093, A02 and WIC Services.

**Action:** Approve and authorize the Board Chair to sign the Certification of Contract Amendment form pertaining to contract #15-10093, A02 with the California Department of Public Health (CDPH) Women, Infants and Children (WIC) Program.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-119**

#### **C. LEA Independent Hearing Panel**

Departments: Environmental Health

The appointment of members of the LEA Independent Hearing Panel (IHP) must take place and receive BOS approval every four years. This action will name the members of the IHP for the next four year term to commence in November of 2017.

**Action:** Appoint Supervisor Peters, Lisa Isaacs and Tom Platz to the LEA Independent Hearing Panel for the next 4 year term.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-120**

**Supervisor Stump:**

- Will there be a meeting in future?

**Louis Molina:**

- This should be the least time consuming panel. Just an independent hearing panel in case of consumer complaint.

#### **D. Liberty Utilities LLC Claim for Refund**

Departments: Treasurer-Tax Collector



Claim for Refund of Franchise Fees paid to County by Liberty Utilities (CalPeco Electric) LLC ("Liberty CalPeco").

**Action:** Reject claim to the extent that it refers to events or occurrences on or after September 30, 2016 and return claim as untimely to the extent that it refers to events or occurrences prior to September 30, 2016. Direct County Counsel to send notification of same.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-121**

8. CORRESPONDENCE RECEIVED - NONE

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.

9. **REGULAR AGENDA – MORNING**

**Bob Rooks:**

A. **Transient Occupancy Tax (TOT) Collections, Audit Efforts and Monitoring Solutions**

Departments: Finance

(Janet Dutcher, Ulrik Binzer (Host Compliance)) - Finance will present information about Mono County's TOT collections and audit enforcement efforts. Ulrik Binzer from Host Compliance LLC will make a presentation about their data mining application that identifies and brings non-permitted vacation rentals into compliance.

**Action:** Receive information about Mono County TOT collections and audit enforcement efforts. Receive presentation about Host Compliance short-term rental compliance monitoring and enforcement solutions. Provide any desired feedback to staff.

**Janet Dutcher, Finance Director:**

- Went through her staff report, gave background on what Transient Occupancy Tax is, where it comes from, what it funds.

**Ulrik Binzer:**

- Joined the meeting through teleconference. Went through his Power Point, available in the Agenda Packet.
- Presented the potential benefits to using Host Compliance.
- It's a software based solution, so the processes are all the same no matter what size the agency is.
- Cash is hard, but is becoming less prevalent in the industry. Websites monitor their traffic by taking a commission. 99% of the market is facilitated online and through credit cards.
- Has done a collaborative approach, but is more complicated. Would recommend going ahead with a county contract, but we could add TOML later if desired.

- Your code enforcement officer would have access to an online application with screenshots of the properties. Time spent identifying properties is reduced. Information is downloadable to Excel.

**Supervisor Stump:**

- Is there an issue with our small size, if we had a problem, could we get a quick response from your staff?
- How often do you encounter cash basis rentals and can you work with that?
- Questions how this can reduce our Code Compliance officer's workload?

**Supervisor Gardner:**

- TOML is concerned about the same things; open to a collaborative approach?
- He has feedback from at least one council member that they may be interested.

General Board discussion with **Janet Dutcher** regarding current enforcement, collections, and tracking of TOT rentals.

**B. Ordinance Establishing the Department of Emergency Medical Services**

Departments: Emergency Medical Services

(Chief Bob Rooks) - Proposed ordinance amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

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

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-122**

**Bob Rooks:**

- First reading of the ordinance. Went through his staff report.

**Supervisor Stump:**

- Concerned that creating a new department requires a new ordinance.

**C. Amendment of Personnel Rules**

Departments: Human Resources, CAO

(Dave Butters) - Proposed resolution amending sections 100 and 110 of the Mono County Personnel rules to allow for a salary increase above 5% upon promotion or reclassification for existing employees possessing exceptional qualifications.

**Action:** Adopt proposed resolution #R17-47, amending sections 100 and 110 of the Mono County Personnel rules to allow for a salary increase above 5% upon promotion or reclassification for existing employees possessing exceptional qualifications. Provide any desired direction to staff.

**Peters moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-47**

**Dave Butters:**

- Went through his staff report. This resolution creates the ability to promote an employee above an A step for exceptional qualifications, currently only available to new hires.

**D. Contract Award for the 2017 Pavement Preservation Project – North Shore Drive, June Lake Highlands, and Bryant Field Airport Apron**

Departments: Public Works - Engineering

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

**Action:** Based on staff report concerning bids received in response to a solicitation for bids: 1) identify Pavement Coatings Co. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Pavement Coatings Co. for the 2017 Pavement Preservation Project in an amount not to exceed \$228,347; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$22,834.70 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-123**

**Paul Roten, Senior Engineer:**

- Went through his staff report. Identified goal to complete projects so there is no interference with events in the county, i.e. 4<sup>th</sup> of July, June Lake Triathlon. He is trying to obtain funding for other projects.

**Supervisor Gardner:**

- Clarified that the June Lake Highlands Zone of Benefit is residents paying an extra amount of money that can be used to benefit their streets since they are not county streets.

**Supervisor Stump:**

- Asked for clarification of the fiscal impact.

**Supervisor Peters:**

- Will air service coming and going affected?

**E. County Surveyor Services**

Departments: Public Works - Engineering

(Garrett Higerd) - A Contract County Surveyor is needed to perform quality control reviews of land surveying maps on behalf of the County.

**Action:** 1. Appoint John “Steve” Parrish, employee of Lumos and Associates, as the Contract County Surveyor for Mono County and approve filing the required Notice of Department Designation form. 2. Authorize the Public Works Director (in consultation with County Counsel) to execute and administer a three-year professional services agreement with Lumos and Associates of Carson City, Nevada to perform Contract County Surveyor functions in an amount not to exceed \$75,000. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

**Stump moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-124**

**Garrett Higerd, Associate Engineer:**

- Went through staff report.

**Supervisor Stump:**

- The person does not need to be onsite?

**Garrett Higerd:**

- Almost all of the work is done remotely.

#### **F. Employment Agreement with Jason Canger as Deputy County Counsel II**

Departments: Human Resources, County Counsel

(Stacey Simon) - Proposed resolution approving a contract with Jason Canger as Deputy County Counsel II and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announce Fiscal Impact. Approve Resolution #R17-48, approving a contract with Jason Canger as Deputy County Counsel II, 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 of this position for a full fiscal year is \$163,720.39, of which \$104,964 is salary; \$11,676.20 is the employer portion of PERS, and \$47,080.19 is the cost of the benefits.

**Gardner moved; Stump seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-48**

**Stacey Simon:**

- Pleased and relived to bring this contract to the Board.
- Went through her staff report.

**Supervisor Corless:**

- Read the fiscal impact into the record.

### **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 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.

**Janet Dutcher, Finance Director:**

- Provided FEMA update. Discussed financial impact of flooding.
- Land owners can go through the SBA which provides low cost loans, but they can only qualify if there are enough candidates. Mono County didn't have enough candidates to qualify during the last storm. California Disaster Assistance Act is another option. Not sure if flood insurance is an option.

**Supervisor Gardner:**

- What options are there for financial relief for private landowners?

### **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.

**Ingrid Braun, Sheriff:**

- Not out of the woods with snow, will be warming up, melt will be coming back up. Issues with Walker River, Flood state flows being reached.

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

*No one spoke.*

11. **CLOSED SESSION**

*There was nothing to report out of Closed Session.*

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): 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 - CAO Performance Evaluation**

Departments: Human Resources

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

**THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M.**

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

**Gary Nelson:**

- There is a deep pothole in Mono City that could cause front end damage to vehicles and bikes. It was filled, but water had gotten into it beforehand. There are now a series of cracks, and the road has started to sink down. The road is in need of replacement. It's the main entry into Mono City. The emergency road has steel gates that cannot be moved (without tools). The road is too narrow for emergency vehicles, barely wide enough for two regular vehicles, and is not maintained or plowed in the winter. The road needs to be functional, and the gate needs to be so that a normal person would be able to move it in an emergency.

13. **REGULAR AGENDA - AFTERNOON**

**A. IMACA Annual Report**

Departments: Clerk of the Board

(Charles Broten) - This item is sponsored by Supervisor Larry Johnston. Presentation by Charles Broten of IMACA regarding the impact of

proposed FY 2018 Administration Budget on programs operated by IMACA, which has provided services to low-income Inyo Mono residents since 1981.

**Action:** Receive presentation and provide direction to staff.

**Charles Broten, Director:**

- Discussed impact to IMACA budget.
- Estimated 1000 residents would be affected; will provide better numbers later.

**Supervisor Gardner:**

- Can you specify how many Mono county residents who would be affected?

**B. Cannabis Workshop**

Departments: Community Development, et al.

(Wendy Sugimura, Michael Draper, Nate Reade, Christian Milovich) - Presentations from various departments will be given on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a preliminary land use framework for cannabis activities from Community Development.

**Action:** Receive presentations from various departments on the current state of cannabis-related affairs, including legislative and regulatory overviews as well as a draft local regulatory scheme from Community Development. Provide any desired direction to staff.

**Christy Milovich, Assistant County Counsel:**

- Went through staff report.

**Nate Reade, Agricultural Commissioner:**

- Presented his PowerPoint.
- The commissioner in Yolo County said that they have 22 employees, and will have to add 22 employees because of the new regulation.

**Supervisor Stump:**

- Please clarify the fee differential between counties.
- Complimented the extensive list of references.

**Stacey Simon, County Counsel:**

- It's a regulatory fee to cover the cost of operation. It can vary by county due to size of the county. Each county would have to justify their fee based on their cost.

**Dr. Rick Johnson, Medical Health Director:**

- Presented staff report.
- Colorado has had increased usage of the ER due to incidents such as accidental edibles overdose - 9% increase in ER use. The main age was nine.

**Supervisor Gardner:**

- Have other states adopted this level of regulation?

**Louis Molina, Health Director:**

- Discussed regulations for edibles, keeping sale of cannabis separate from food, pesticide applications, water supply, and the need for a waste management plan.

**Wendy Sugimura, Community Development Analyst, Michael Draper, Planning Analyst I:**

- Went through PowerPoint presentation. Are working to get community feedback.

Public comments:

**Gary Nelson:**

MEETING MINUTES

June 13, 2017

Page 12 of 12

- Discussed the medical benefits of CBD.

**Lynn Bolton:**

- Concerned with the commercial aspect.

**Jeff Gunslick:**

- Discussed the potential market and benefits cannabis could have to small farmers.

**Delinda Gunslick:**

- Stated she would like the board to take into consider the difference between medical and recreational cannabis.
- There are job opportunities - and we need extra staffing that could be paid for with that taxes.

**Janet Dutcher:**

- Not prepared to talk about the fiscal impact. Would like HDL to do the analysis.

**Supervisor Gardner:**

- Discussed nine principles he was considering.

**Supervisor Stump:**

- Discussed the feelings of the residents in his district, due to an illegal grow in a residential area.

**Supervisor Peters:**

- Thanked the staff for all of their efforts. Wants to make sure that everyone can maintain their way of life.

**Supervisor Corless:**

- Supports regulatory framework.

**Supervisor Stump:**

- Requested a quick poll of the Board. All Board members supported a regulatory approach.

**ADJOURN at 4:28 p.m. in memory of Mike Levine**

**ATTEST**

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**STACY CORLESS  
CHAIR OF THE BOARD**

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**HELEN NUNN  
ASSISTANT CLERK OF THE BOARD**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on June 20, 2017.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** X5538 / sdedman@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[June 20, 2017 Regular Meeting Draft Minutes](#)

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### History

Time	Who	Approval
7/2/2017 6:46 AM	County Administrative Office	Yes
7/6/2017 9:02 AM	County Counsel	Yes
7/3/2017 11:18 AM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting  
June 20, 2017**

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<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M17-125 to M17-136</b>
<b>Resolutions</b>	<b>R17-49 to R17-54</b>
<b>Ordinance</b>	<b>ORD17-09</b>

9:04 AM Meeting called to Order by Chair of the Board Corless.

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

*Break: 10:25 A.M.  
Reconvene: 10:41 A.M.  
Closed Session: 11:27 A.M.  
Reconvene: 1:00 P.M.  
Break: 1:48 P.M.  
Reconvene: 1:53 P.M.  
Adjourn: 3:10 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.

**Supervisor Corless:**

- Extremely happy to have Supervisor Johnston in the audience, though he will not be participating in the meeting.

**Note:**

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

## 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

### **Rudy Gonzales, Southern California Edison, Government Affairs Representative:**

- Shared information on project above June Lake area. Provided visual displays. Introduced others working on the project.
- SCE manages and operates 3 reservoirs and dams that into the Rush Creek Powerhouse, which services the electric needs of local area.
- Has worked with local regulatory agencies to determine safe level for the dams; managing the water systems to stay below those predetermined levels.
- Implementing modifications to the area above June Lake to manage water levels. Installation of several pumps at Agnew Lake that will assist in moving water through the system, to avoid water levels becoming too high.
- Will most likely exceed the restricted level at Waugh Lake Rush Creek Meadows dam. Gem Lake is the largest reservoir, have been able to maintain levels. Agnew Lake, the smallest lake, is where the pumps are located.
- Acknowledged that the work has been disruptive to the community.
- The bulk of construction has been completed. Heavy lift helicopters have stopped flying.
- Presented a check to pay for an emergency alert system. (Janet Dutcher accepted the check.)

Intend to have a follow up meeting with the community.

- **Ingrid Braun, Sheriff** explained that IPOS is the integrated public alert and warning system. SCE is paying for it for 4 years. Good for anything that happens in the entire County. This is a great opportunity being brought to the entire county. Thank you very much.

### **Supervisor Stump:**

- Requested sponsorship and approval of a thank you letter. Unsolicited gift from SCE.

### **Supervisor Larry Johnston:**

- Thanked everyone for their positive thoughts.
- **Supervisor Corless** commented that the Board was happy to see Supervisor Johnston and asked him to let them know what they could do to help.

## **ADDITION OF URGENCY ITEM:**

**Action:** Move that the Board has determined that there is a need to take immediate action with respect to the proposed agenda item (CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Ammirato v. County of Mono.), that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

*Authority: Govt. Code §54954.2(b)(2). Note that urgency items may only be added to the agendas of regular meetings, not special meetings.*

**Stump moved. Peters seconded.**

**Vote: Yes 4 No 0 Johnston absent**

**M17-125**

### **Stacey Simon, County Counsel:**

- Proposal to discuss potential settlement.
- Response needed before next scheduled meeting. The information came to the County's attention following posting of the agenda on Thursday, would like to add item on as closed session item.

### **Note:**

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2. **APPROVAL OF MINUTES - NONE**

3. **RECOGNITIONS - NONE**

4. **BOARD MEMBER REPORTS**

**Supervisor Corless:**

- 6/15: Town County Liaison: discussed agenda for 7/18, will include south county offices, cannabis, narcotics enforcement, community conversation; talked about TOT enforcement and indicated interest in working together, TOML is looking at other providers beyond Host Compliance; July 1—ribbon cutting for new trail segment in Sherwins area, county trail construction dollars went to this project.
- Noted that roof project at Minaret Mall could be disruptive this summer.
- Attended Mammoth Lakes Tourism Open House.
- National Association of Counties (NACo) Public Lands Steering Committee Call: Forest management legislation will be moving through the House this summer; Proposed policy platform change regarding funding for public lands, to be voted on at NACo.
- 6/16: Eastern Sierra Council of Governments (ESCOG): Inyo Mono Broadband Consortium, moving forward with advisory council; air service—June 30, 1pm, ESCOG subcommittee (Inyo, TOML) meeting in Mammoth/Suite Z; regional economic development—continuing discussions, there is interest among all agencies; discussed short-term rental regulations—City of Bishop has proposed ordinance for owner-occupied, Inyo County just starting outreach on regulatory process.
- State Budget: Legislature sent budget to governor on 6/15, trailer bills still pending. Read RCRC “Rural Rundown” analysis for counties in attachment. (See Additional Documents)
- Legislative Update: AB 1655, a couple of issues that the Internet for All Now coalition asked for help contacting legislators, communicating with Sen. Berryhill’s office.
- Mammoth/District 5 welcomed about 1,000 runners for the Half Marathon on Sunday, successful event with lots of support from local nonprofits and service organizations.
- Lakes Basin/ Lake Mary Rd opening: asking for patience while safety work is completed.

**Supervisor Gardner:**

- Attended the June Lake Public Utilities District and Lee Vining RPAC meetings last week.
- Last weekend was the 16<sup>th</sup> annual Mono Lake Bird Chautauqua in the Mono Basin. There were over 300 attendees for this event, and many sessions were filled up only a few minutes after the registration opened in April. This is a great event that brings many people from outside the area to the Mono Basin. Sessions focus on more than birding issues, including various natural history topics. Commends the Mono Lake Committee and the many volunteers who work hard to make this such a successful event.
- Two meetings were held last night at the June Lake Community Center to hear presentations from Southern California Edison about the condition of the Rush Creek Dams, and the mitigation work being done in that area. Businesses were invited to a special meeting at 4:00 PM for a meeting and the community was invited at 6:00 PM. There were about 80 people in attendance at the two meetings. SCE answered many questions about work thus far completed, and the plans for handling the anticipated runoff for the rest of the summer. Several public agencies were also in attendance to answer questions. There has been some flooding in the area around Rush Creek, including parts of the Double Eagle Resort and some homes on Dream Mountain Road. Information was provided about the availability of sandbags to control flooding. Weekly phone calls and situation reports with SCE to keep everyone informed will continue.

**Supervisor Johnston:**

- Absent

**Supervisor Peters:**

- 13<sup>th</sup> BP RPAC
- 14<sup>th</sup> Nancy Mahannah(Mahana)
- 15<sup>th</sup> Planning Commission

**Note:**

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

- 17<sup>th</sup> Chief Boohers Retirement – Bill Pemberton new Chief
- 19<sup>th</sup> Gun Club Meeting 24,000 fundraiser
- Upcoming Events:
- Town Halls June 21<sup>st</sup> BP Forest Service and Broadband – Race Communications – Fox Industries
- July 13<sup>th</sup> AV Cannabis and Broadband
- June 28<sup>th</sup> Picnic
- June 29<sup>th</sup> Humbolt Cannabis Conference

**Supervisor Stump:**

- Last Thursday - Town / County Liaison meeting. Supervisor Corless also attended. Still some misinformation, particularly in portions of the Mammoth Community, over the facts surrounding the South County Facilities issue.
- Sunday and Monday - Met with several constituents about flooding issues with the heat. Reminded all of the locations of sand and sandbags. Same areas of concern as those reported two weeks ago. Knows that each portion of the County is experiencing difficulties. Thanks the Long Valley Fire Department and Public Works for making sand and bags available to the public - they are getting used. Bags and sand near Tom's Place also getting used.
- Monday - attended the July 4th South County planning meeting at the Crowley Lake Fish Camp. Resolution allowing road closures on today's agenda.
- Stopped by the Road Shop in Benton on Friday - complimented the Benton Road Crew on how clean and organized their shop area and grounds were. The facility is very old, still painted ugly green, but it was clear that it is receiving some TLC.
- Thanked Tony, Eric and John with Facilities for their work on the septic tank project behind the Crowley Substation. As with many things it was more than anticipated. John also on his work on the bathrooms at both the Crowley and Benton parks to make them ADA compliant.

**5. COUNTY ADMINISTRATIVE OFFICE**

**Tony Dublino:**

- Leslie Chapman absent.
- Tony Dublino speaking in her place, but didn't prepare a report.

**6. DEPARTMENT/COMMISSION REPORTS**

**Janet Dutcher, Finance:**

- Payroll implementation team; go live July 11, first biweekly check will be July 17.
- Stephanie Butters and Stephanie Padilla held meetings with department heads, going through the budget and year-end process.
- Supervisors Peters and Gardner - expect to hear from her about our first budget ad hoc meeting.

**Jeff Walters, Public Works Director:**

- All of the bridges in Antelope valley are working well.
- Working on the supports on Topaz bridge.
- This morning we closed the low water crossing on Upper Summer Meadows road from Green Creek road.
- Poole Power Plant road had to be closed, and the campgrounds are being inundated with water.
- Tioga pass - \$350,000 was spent on snow removal. The road is clear, the parking areas are clear. Cal Trans opened their section up to the park gate. The park portion of the road is still closed. No estimated date for opening. No power to any facilities. Tuolumne Meadows is a lake. The holdup is the facilities. Hoping to be opened before July 4<sup>th</sup> weekend.

**Garrett Higerd, Associate Engineer**

**Note:**

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

- On June 8<sup>th</sup> the Board of State and Community Directions approved a conditional reward of \$125 million for our jail project.
- Met last week with finance to discuss the match / cash flow requirements. We are developing a cash flow schedule for the duration of the project.
- Project is estimated to take approximately 4 years.
- Met with jail facilities and IT staff to work on the logistics related to the transition.
- Next item of business is looking at the Bridgeport Hospital, particularly at the items stored in the hospital. Coming up with a plan for retaining important things, purging other things. Will be following up and communicating with various interested departments.
- The goal is to be able to demolish the hospital by the end of this construction season so we can start from ground zero with engineering and architecture to design the jail.
- Right now we have \$85,000 remaining in the roll over budget. Perform an ALTA survey of the property. Need a detailed title report to complete real estate due diligence.
- Working to get a contract amendment or retain a different architect.
- Run off - reaching the peak right now.  
Continuing to watch the impact that is happening, particularly erosion.

**Supervisor Peters:**

- Hal Curti (President, Mono County Resource Conservation District) said the station where CFS is measured (cubic feet per second) malfunctioned.
- On the jail, RPAC requested a more detailed report come back about when there will be activity, best known time line so the neighbors around the location could expect.

**Ingrid Braun, Sheriff:**

- There have been a lot of issues with snow melt, not much can be done, have been able to stay ahead of it, evacuate where necessary, sand bag where necessary. Very cooperative effort. Pine Creek in Inyo County washed away. Lower Rock Creek is starting to flood. Believes access to Gorge Road is still available. Using the new part of an MOU to have deputies on call. Peak flooding is at 3 a.m.

## 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. **Mono County Fish and Wildlife Commission Appointments**

Departments: Economic Development

On April 1, 2017 the appointments of Don Morton, Sue Burak, Gaye Mueller and Gary Jones to the Mono County Fish and Wildlife Commission expired. A Notice of Vacancy was published in local newspapers during the month of May, resulting in no new applications. All four commissioners wish to remain on the commission and be re-appointed for a new four year term.

**Action:** Reappoint Don Morton, Sue Burak, Gaye Mueller, and Gary Jones to the Mono County Fish and Wildlife Commission for a four-year term beginning July 1, 2017 and ending June 30, 2021.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-126**

**Note:**

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

**B. Proposed Resolution Approving Conflict of Interest Codes for June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District**

Departments: County Counsel

Request for Board approval of amended conflict of interest codes for the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District.

**Action:** Approve Resolution #R17-49, Approve amended conflict of interest codes for the June Lake Fire Protection District, Mammoth Lakes Fire Protection District, Mono County Office of Education, Mono County Library, Child Abuse Prevention Council, and Mammoth Unified School District.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-49**

**C. Road Closure for Town of Mammoth Lakes' 4th of July**

Departments: Public Works - Road

The Town of Mammoth Lakes is requesting temporary closure of a county road for their annual Fourth of July Fireworks celebration. This road closure will be to support traffic control at the Highway 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks display. This item is sponsored by Mono County Supervisor Fred Stump.

**Action:** Approve Resolution #R17-50, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration."

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-50**

**D. Ordinance to Establish the Department of Emergency Medical Services**

Departments: Emergency Medical Services

Proposed ordinance amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

**Action:** Adopt proposed ordinance #ORD17-09, amending the Mono County Code to add Chapter 2.62 establishing the Department of Emergency Medical Services within the County.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**ORD17-09**

**Note:**

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

**E. Proposed Contract with Dominion Voting Systems, Inc.**

Departments: Elections

Proposed contract with Dominion Voting Systems, Inc. for purchase of voting equipment (hardware and software) and related services, warranty, maintenance, and software licenses.

**Action:** Approve County entry into proposed contract and authorize Chair of the Board of Supervisors to execute said contract and associated annual contracts on behalf of the County.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-127**

**F. Request for Authorization to Enter into Agreement with California Department of Corrections and Rehabilitation**

Departments: Sheriff

Proposed agreement with the California Department of Corrections and Rehabilitation (CDCR) for the provision of housing and services to Mono County offenders.

**Action:** Approve entry into proposed agreement with CDCR for the provision of housing and services to Mono County offenders and authorize Chair of the Board of Supervisors to execute said agreement on behalf of Mono County.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-128**

**G. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2017.

**Action:** Approve the Treasury Transaction Report for the month ending 4/30/2017.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-129**

**H. Request for Authorization to Enter into Contract with Anne Sippe Treatment Center**

Departments: Behavioral Health

Proposed one year contract with Anne Sippe Treatment Center for the provision of transitional social rehabilitation services in an amount not to exceed \$71,537 per year.

**Note:**

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



**Action:** Approve County entry into proposed contract and authorize Chair of the Board of Supervisors to execute said contract on behalf of the County.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-130**

**I. Delta Wireless Contract Renewal**

Departments: Information Technology

Proposed contract renewal with Delta Wireless for the provision of Radio System Support, Service, and Training.

**Action:** Authorize the County Administrative Officer to sign Delta Wireless Contract for the provision of radio system support and service on an as-needed basis through June 30, 2018.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-131**

**Pulled for discussion by Supervisor Stump:**

- Knows that the radio system has been having problems. Is \$250,000 enough?

**Nate Greenberg, IT Director:**

- No, anticipate need in the millions. Equipment on the mountain top is 30 years old. Don't anticipate getting the money from general fund, and ideally we would seek out a grant.
- This contract is a renewal, a carryover of a contract with Delta from last year for a study of repeater sites.

**J. Resolution for Mono Arts Council Grant Application**

Departments: Board of Supervisors

Proposed Resolution Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

**Action:** Approve Resolution #R17-51, Designating Mono Council for the Arts as the Local Partner for the California Arts Council's State-Local Partnership Program (SLPP) and Supporting Mono Council for the Arts' 2017-18 SLPP Grant Application.

**Gardner moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-51**

**K. Letter of Opposition AB 1250**

Departments: CAO

Letter establishing Mono County opposition to AB 1250.

**Action:** Authorize Chair to sign and send letter establishing Mono County opposition to AB 1250.

**Gardner moved; Peters seconded**

**Note:**

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

**Vote: 4 yes; 0 no; Absent: Johnston**  
**M17-132**

**8. CORRESPONDENCE RECEIVED - NONE**

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.

**9. REGULAR AGENDA - MORNING**

**A. Fish and Game Fine Fund Expenditure - Caltrout Mammoth Creek Study**

Departments: Economic Development

(Mark Drew - Director, Sierra Headwaters Program, California Trout) - Presentation by California Trout on the Mammoth Creek Study, and recommendation by the Mono County Fish and Wildlife Commission at the April 5, 2017 regular meeting to allocate funding from the Fish and Game Fine Fund to support the completion and analysis of the survey study. Scientific fish and wildlife research is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (i).

**Action:** Approve the recommendation by the Mono County Fish and Wildlife Commission to allocate \$1,000 from the Fish & Game Fine Fund to support the CalTrout Mammoth Creek Study and authorize an increase of appropriations by \$1,000 to be funded from the carryover balance. (Requires 4/5th vote)

**Peters moved; Stump seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-133**

**Mark Drew, Cal Trout: (PowerPoint presentation added as additional document)**

- Went through power point presentation.
- Higher flows are flushing out sediment. It's going to get moved. Could end up at Crowley Lake.
- All related; our study was focused on water but saw increased levels of total mercury at higher flows, hypothesized that mercury was in the sediment, when higher flows occur those metals are suspended. Looked at soils / sediment at the stamp mill. Known metals and carcinogens at the stamp mill. It is not super fund project because on Forest Service land.
- Forest Service had a PowerPoint presentation. There should be an update. June 2, may have been the deadline.
- The cabins are closed down. The Forest Service was trying to accommodate, but it was eventually deemed not hospitable.
- As part of the settlement, Mammoth Community Water District agreed to contribute \$10,000 a year to a Mammoth Creek fisheries improvement fund. Develop a grant program available to the public. Develop an outline of the management plan, logical framework of how the monies could be used? Long term support and interest of how (the money) will be implemented.

**Supervisor Corless:**

**Note:**

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

- Would like to remind the Board that the recommended action is approving the Fish and Wildlife recommendation that we allocate from the Fish and Game Fine fund to support this study. An increase of appropriations requires a vote.
- Can forward the Forest Service presentation; has been providing the slide show to constituents.
- There were a number of homeowners at the meeting, believes they are well-informed.
- Fully supports this allocation. Follow up regarding next step and potential management plan, support moving forward with that Mono County collaborative planning team, meeting on June 27.

**Supervisor Stump:**

- Has to be unanimous since there are only 4 of us.
- Question about steam restoration –something accumulating in rock beds (Mark Drew clarified its called slime); are the flows having a positive effect on removal?
- Is this kind of an activity is a Forest Service general fund funded activity that would further diminish their budget?

**Supervisor Peters:**

- Stamp mill, is the bioaccumulation study tied to the water quality study of FS cabins?
- Will be attending National Forest Service Homeowners Association, access to those cabins issues have been raised, want current up-to-date information to be provided.

**B. Mutual Aid Agreement with County Fire Districts**

Departments: Emergency Medical Services

(Chief Bob Rooks) - Mutual Aid agreement between the 11 County Fire Districts and Mono County.

**Action:** Authorize the Chief of EMS to sign the Mutual Aid Agreement between Antelope Valley, Bridgeport, Mono City, Lee Vining, June Lake, Mammoth Lakes, Long Valley, Wheeler Crest, Paradise, Chalfant Valley and White Mountain Fire Districts and the Mono County Paramedics.

**Stump moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-134**

**Bob Rooks:**

- Introduced item to board; gave background information.
- East Fork Agreement will be coming to the board as well.
- MWTC MOU works differently than these types of Mutual Aid Agreements. Might be beneficial for Board to write a support letter?

**Supervisor Stump:**

- Signatories need updating.
- In favor of doing this, however wants to make sure there are no landfill issues as far as payments to the district.

**Stacey Simon:**

- The Landfill Agreement would prevail if a fire occurred.

**Supervisor Corless:**

- Important that we have these agreements in place.

**Supervisor Peters:**

- Asked about MWTC MOU. He can raise this issue with the Colonel.

**C. Solid Waste Update and Parcel Fee Program Renewal**

Departments: Public Works, Solid Waste

**Note:**

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

(Tony Dublino, Acting Solid Waste Superintendent) - Receive update on Solid Waste program. Adopt Proposed Resolution.

**Action:** Adopt proposed resolution #R17-52, Extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2017-2018.

**Peters moved; Gardner seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-52**

**Tony Dublino:**

- Went through staff report.
- Acting Solid Waste Supervisor as of today. Job offer will be forthcoming soon.
- Question from Strategic Plan Workshop. Current diversion reflects diversion of organic waste, green material, and alternative daily cover at landfill. This won't be counted as diversion in 2020. Trying to find different ways to use the material to maintain current diversion rate, so it won't be counted against us in terms of disposal.
- Transformation is not recycling, the program is looked upon favorably, but it is not recycling according to CalRecycle.
- Forest Service properties are a significant source of waste. All of them have recycling systems in place that meet CalRecycle Standards. Unsure of tonnage.
- Discussed draft of final closure plan of Benton Crossing Landfill.
- Solid waste supervisor will need to engage in the local task force meetings. Opportunities for collaboration.
- Discussed FY 16/17 budget goals that were completed.
- Franchise agreements with haulers are coming up, need to be negotiated next June.
- Wood chips are available for public consumption. Would contribute to diversion.

**Supervisor Stump:**

- Can it be done for 5 years, like TOML?
- Credit from CalRecycle for using that material?
- Any movement from CalRecycle on waste collected from federal facilities, potentially being excluded from what County is responsible for? Tonnage from these places?

**Stacey Simon:**

- Fee adoption every 5 years, but do not need to do a new contract every year, by law the fees need to be renewed every year by the Board. We are saving one step.

**Supervisor Peters:**

- Walker area grateful for new facilities, need a plastic crusher, any opportunities for CalRecycle grants? Maybe can meet with new Supervisor to discuss needs.
- New MOU for Benton is effective which is good.
- Wood chips generated at transfer station, available for any other use? If we track that use would it contribute to diversion? What constitutes material being turned into wood chips, inspection process?
- 4<sup>th</sup> of July schedule?

#### **D. Fiscal Year 2017-18 Recommended Budget**

Departments: Finance

(Janet Dutcher) - Adopt a resolution approving the attached recommended budget as the temporary budget for Fiscal Year 2017-18 until the final budget is adopted.

**Action:** Adopt proposed resolution #R17-53, approving the recommended budget for Fiscal Year 2017-18.

**Gardner moved; Stump seconded**

**Note:**

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

**Vote: 4 yes; 0 no; Absent: Johnston**  
**R17-53**

**Janet Dutcher:**

- Discussed staff report.
- Department inquired the CSA's and their projects were rolled over.
- Agrees that County should start earlier and have our public hearings completed before June, Budget development follows the beginning of the fiscal year.
- Adopting requires 3/5 approval. (Change requires 4.5)

**Supervisor Stump:**

- Questions from current fiscal year, how does that reconcile into the next fiscal year?
- CSA's ongoing projects like CSA5, CSA 1 has the large skate project.

**Supervisor Gardner:**

- Supports this, but would like to dispense with this double budget. Management should have a budget ready at the beginning of the fiscal year. Discussed what municipalities do, suggested County adopt a similar process

**Supervisor Corless:**

- Has to be approved by October 2.

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

No one spoke

11. **CLOSED SESSION**

*There was nothing to report out of closed session.*

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): 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.

\*Urgency closed session item added; See beginning of minutes for details.

12. **REGULAR AGENDA – AFTERNOON**

A. **Proposed Resolution Adopting Fee Schedule for Emergency Medical Services**

Departments: Paramedics

PUBLIC HEARING - 1:00 p.m.

**Note:**

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

(Chief Bob Rooks) - Proposed resolution adopting emergency medical services fee schedule for fiscal year 2017-2018.

**Action:** Adopt proposed resolution #R17-54, adopting fee schedule for Emergency Medical Services for Fiscal Year 2017-2018.

**Gardner moved; Stump seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**R17-54**

**Action:** Adopt proposed resolution #R17-54, adopting fee schedule for Emergency Medical Services for Fiscal Year 2017-2018. Direct staff to complete and appropriate an efficient analysis to explore opportunities for higher increases, if possible; explore further research opportunities for a larger rate increase.

**Gardner moved; Stump seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**M17-135**

**Bob Rooks, Chief: (Provided corrected fee schedule)**

- Went through staff presentation.
- Current fee schedule that pertains to EMS (regarding provided fee schedule).
- Inyo already adopted the rates – same as what ours would be.
- There would be a 5% increase from FY 14/15 rates. If you want to go higher, you could. The Board would need to write back to San Bernardino Board and say they want to go with a higher rate due to some higher cost. If rates are too exorbitant, will have problems collecting from a lot of insurance companies. Medicare fees are fixed.
- Not going to see widespread differences between the areas. Each county can set their own rate.
- An option that you have is to not use ALS non transport. No transport fee has to be applied to everyone, but we can't go after them for it. Two choices – all in or nothing.
- Of 2200 calls, only 50% are transport. No patient found, no contact with patient, declined, no treatment and release, treated and release.
- Collections – need to do a good presentation to discuss how that would work.
- Subscription program to guarantee rates for residents.
- Penny's data is the most accurate data of all data in place.

**Penny Galvin, Fiscal and Technical Specialist:**

- 2200 calls this fiscal year, 1800 last year. Still have 10 days left in the year.
- Increase in Medical, so no increase in revenues.
- 70% of calls are tourists. 30% are residents – majority are medical/ Medicaid.
- We keep the current fee schedule until new one is adopted. Can go back and research and provide Board with a comparison of numbers department comes up with.

**Supervisor Gardner:**

- Trying to close the gap between what the tax payer pays and what the user pays. 5% increments aren't making very much progress. People come here and want to be taken care of, and we do a very good job with it.
- Medical / Medicaid small amount of the total?
- Would like to go with a higher rate. Would serve as emissary to San Bernardino Board.
- Approve but direct staff to see if we can adopt a higher schedule.

**Supervisor Peters:**

- Process to assist Penny in collecting delinquent account.
- Concerned about the impact of what the 30% resident use of services, what an increase in fees would mean to them. Wants to make sure the burden isn't to residents.

**Janet Dutcher:**

**Note:**

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

- Everyone has to be treated the same in regards to collection. Collection rate has increased.
- Have to separate out providing the service and covering the cost and what the non-collectability aspects of it are. That can be averaged into the fee that is being charged.

**Supervisor Stump:**

- Thinks there is the capacity to be able to bill for a non-transport within this fee schedule.

**B. Conway Ranch Update**

Departments: Public Works, Facilities

(Tony Dublino) - Presentation by Tony Dublino regarding current operations at Conway Ranch, and future opportunities and amendment of Memorandum of Understanding (MOU) with Caltrans to extend date for implementation of Phase II activities on Conway Ranch (i.e., inclusion of the eight remaining residential lots in conservation easement.)

**Action:** 1. Approve and authorize chair to sign amendment to MOU with correction noted by County Counsel.

**Stump moved; Peters seconded**

**Vote: 4 yes; 0 no; Absent: Johnston**

**Gardner disclosed on Eastern Sierra Land Trust Board. (only when there is a contract Per Stacey Simon)**

**M17-136**

**Stacey Simon:**

- Caught a typo in the amendment reference to "Sixth Amendment," should read "Seventh Amendment," notified Clerk.

**Tony Dublino:**

- Introduced item; went over recommended action.
- Trying to get land trust and Caltrans on board, happy to extend once again before MOU expires.
- Annual Report is requirement of the easement.
- Concern about run off, address it sooner rather than later. Decision back in March, regarding domestic sheep raising on property, no grazer lined up for the summer. Would help control fuel generation.
- Current activities: Irrigating, in accordance with water rights. Volunteer efforts have happened out there.
- Board's request to research alternative management strategies – one path involves selling property / transferring title.
- Second option - start making more investments in the property.
- The main goal of acquiring Conway Ranch was to prevent it from be developed. There is economic development potential.
- Direct staff to identify willing buyers.
- No additional outreach to people who showed interest in grazing. Looking to graze in summer of 2018.
- Interpretive / Education programs are allowed on the property. Physical improvements are outlined in agreement. Restrictions about commercial activities, may possibly start a non-profit that eventually brings money back to the Ranch.
- Conservation easement would most likely be transferred to the new owners.
- Committed to doing the appropriate level of environmental review, and the cost would fluctuate. Cost on the lessee. Mowing and gardening have been discussed.
- Indicated it would be okay if the Board provided further direction in October.

**Note:**

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

**Supervisor Stump:**

- Have there been any more conversations about grazing? Was lone Board member willing to consider cattle.

**Supervisor Gardner:**

- What is allowed or not allowed on the property, in terms of easement? Any prohibition about charging? Any transfer of ownership, the easement transfers completely.

**Supervisor Corless:**

- Concept of cattle grazing this season, Center for Biological Diversity, what level of analysis would need to be performed, what would it cost, are there any other management tools for treatment of the meadows, is there anything else feasible? Cost on the lessee?

**PUBLIC COMMENT:**

**Kate Ogden, Eastern Sierra Land Trust:**

- Cattle Grazing wasn't off the table, left in limbo.
- Easement transfers with ownership.
- Funding is available to help a lessee with infrastructure, uncertain for short term leases how the funding works. Government entity not eligible. Interpretive programs might be included.
- ESLT does not have the right of approval for transfer.

**Katie Bellomo, Mono Basin Preservation:**

- There was tremendous support in Bridgeport area about preserving Conway Ranch. As well as Walker Creek.
- Concerned the property would be in jeopardy if transferred.
- There are protections with the easement, but it doesn't answer all of the questions
- At meeting in Lee Vining, this project might seem like a headache. We are fortunate to have this problem as a county. To preserve such a significant part of the environment.
- Selling may be a good option, long term lease might be suitable.
- Suggest if a map could be created that show where the county owned portion is, and which portions belong to BLM.
- Important to not rush to judgement – there is no emergency here.

**Lynn Boulton, Lee Vining Resident:**

- Having no budget is not helping – the county needs to put in more money even to move forward. Arrested decay on the structures. Rerouting Virginia creek.
- Grazing – don't think there is an urgency to graze this summer. If you did, environmental impact report. Consider conservation of other species.

**Todd O'Banion, Great Basin Hatchery:**

- Opportunity for education is very large.
- Conway Ranch is gateway to Walker Lake.
- Cutthroat trout.
- Facility in Wellington – establishing a genetic conservation program
- Propose look at conservancy, fish and wildlife, sites of Mono County, can bring presentation to the Board.
- Growing demand for native plant seed collection.
- Tentative discussions with previous owners, they said they would donate the equipment.

**Further Board Discussion:**

**Supervisor Stump:**

- Discussion on Action 2. FIM was requested to provide indemnification and pay for CEQA doc. Stated he voted not to continue sheep grazing due to financial impact. Center for Biological Diversity is watching property closely, would have sued if Sheep grazing was allowed.
- Has cost \$1 million over the past 4 years. Most went to Caltrans. Small piece went to the Land Trust to buy the conservation easement from Caltrans. Law suit with former fish raiser. \$70,000 liability. \$100,000 settlement itself.

**Note:**

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



- Prior non-profit activity has been tried, fish raising has been tried, and interpretive activities have been tried. Previous tenant tore up the property – done with fish. Support option 1 - transfer. Not one EMS in District 2, higher priority than the Ranch. Make sure water rights go to whomever operates the property. Meadow maintenance – will be problematic by next year.
- Direct staff into looking into other options for ownership. Can incorporate comments from today into that consideration.
- Agree that private entities might be able to do just as well as a public agency.
- Was witness to them taking out the equipment, we were appalled. Supports the person and his operation at another lake. Based on \$800k and the claims made at the case, wants no association with that person.

**Supervisor Peters:**

- Would like to see a more comprehensive approach to a management plan laid out more clearly in option 2.
- Entertain the options that may be out there through public non-profit partnerships.
- Embrace the opportunities that Conway Ranch could provide.
- Hear more grazing presentations.
- Option 2.
- Sees the value in a non-profit, could be an aquaculture, doesn't want to eliminate it as a component.

**Supervisor Gardner:**

- Not having a lot of experience and knowledge of the project.
- Uphold and comply with the easement. Preserve and protect the land.
- Keep expenses minimal.
- Build Conway Ranch into a long term county strategy to build outdoor recreation economy, not to exploit, to attract people to enjoy it and go away with a responsible view for protecting public lands that can bring people to this area.
- Seek partners who want to buy, lease, or help us keep it. Has no bias either way.
- Supportive of any of the approaches.
- Public agencies don't have a monopoly on doing good things. Don't want to preclude options that might be out there.

**Supervisor Corless:**

- Would prefer to limit what Option 1 offers.
- Wouldn't consider a private seller.
- Public involvement is key, thinks a public agency would be the best option for the county.
- Not interested in aquaculture options for the county.
- Chooses Option 1, but seeing if there is Board interest in narrowing it down.
- Not interested in directing staff to pursue aquaculture leases.
- Not limiting to public entities.

**ADJOURN at 3:10 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**

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**SHANNON KENDALL  
CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 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 minutes of the Special Meeting held on June 22, 2017.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Shannon Kendall

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

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Draft 6/22/17 Special Meeting minutes](#)

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### History

Time	Who	Approval
7/2/2017 7:01 AM	County Administrative Office	Yes
7/3/2017 5:50 PM	County Counsel	Yes
6/27/2017 6:48 PM	Finance	Yes



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

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

**Special Meeting**  
**June 22, 2017**

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<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>0</b>
<b>Resolutions</b>	<b>0</b>
<b>Ordinance</b>	<b>0</b>

4:45 PM Meeting Called to Order by Board Chair Stacy Corless.

*Supervisors Present in Mammoth: Corless and Stump.*  
*Supervisors Present in Bridgeport: Peters.*  
*Supervisors Absent: Gardner and Johnston.*

*Closed Session: 4:46 p.m.*  
*Adjourn: 4:55 p.m.*

Pledge of Allegiance led by Supervisor Corless.

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

2. **AGENDA ITEMS**

A. **[Closed Session - Conference with Legal Counsel/Existing Litigation](#)**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.  
Paragraph (1) of subdivision (d) of Government Code section 54956.9.  
Name of case: County of Mono v. Gregory Oliver, Jr. and Norris Halak  
et al. (CV170047).

*There was nothing to report out of closed session.*

**Note:**

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

**ADJOURN: 4:55 p.m.**

**ATTEST**

---

**STACY CORLESS  
CHAIR OF THE BOARD**

---

**SHANNON KENDALL  
CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments:** Finance

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 5/31/2017.

---

### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 5/31/2017.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 760-932-5483 / gfrank@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 5/31/2017](#)

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### History

Time	Who	Approval
6/29/2017 1:12 PM	County Administrative Office	Yes
7/3/2017 4:32 PM	County Counsel	Yes
6/27/2017 6:50 PM	Finance	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2017, End Date: 5/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	5/3/2017	02587CEM8	245,000.00	American Express Bank, FSB 2.35 5/3/2022	100.00	245,000.00	0.00	2.35	245,000.00
<b>Subtotal</b>			<b>245,000.00</b>			<b>245,000.00</b>	<b>0.00</b>		<b>245,000.00</b>
Deposit	5/11/2017	OAKVALLEY0670	1,887.61	Oak Valley Bank Cash	100.00	1,887.61	0.00	0.00	1,887.61
Deposit	5/31/2017	OAKVALLEY0670	1,964.55	Oak Valley Bank Cash	100.00	1,964.55	0.00	0.00	1,964.55
Deposit	5/31/2017	OAKVALLEY0670	14,862,567.48	Oak Valley Bank Cash	100.00	14,862,567.48	0.00	0.00	14,862,567.48
<b>Subtotal</b>			<b>14,866,419.64</b>			<b>14,866,419.64</b>	<b>0.00</b>		<b>14,866,419.64</b>
<b>Total Buy Transactions</b>			<b>15,111,419.64</b>			<b>15,111,419.64</b>	<b>0.00</b>		<b>15,111,419.64</b>
<b>Interest/Dividends</b>									
Interest	5/1/2017	283309KM3	0.00	El Monte CA School District GO 1.698 5/1/2018		0.00	4,245.00	0.00	4,245.00
Interest	5/1/2017	56117PDQ6	0.00	MALIBU CA COPS (MALCTF) 1.6 11/1/2018		0.00	2,000.00	0.00	2,000.00
Interest	5/1/2017	611583CP8	0.00	Monrovia CA Redev Agy 2 5/1/2019		0.00	433.33	0.00	433.33
Interest	5/3/2017	594918BG8	0.00	MICROSOFT CORP 2 11/3/2020-20		0.00	5,000.00	0.00	5,000.00
Interest	5/3/2017	3133EGC78	0.00	FFCB 1.49 5/3/2021-17		0.00	7,450.00	0.00	7,450.00
Interest	5/3/2017	037833AJ9	0.00	Apple Inc 1 5/3/2018		0.00	2,500.00	0.00	2,500.00
Interest	5/3/2017	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	322.19	0.00	322.19
Interest	5/4/2017	29976DW48	0.00	EVERBANK 1.3 11/4/2019		0.00	1,579.41	0.00	1,579.41
Interest	5/5/2017	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67
Interest	5/6/2017	254672NC8	0.00	DISCOVER BK GREENWOOD DEL 1.9 5/6/2020		0.00	2,308.37	0.00	2,308.37
Interest	5/6/2017	3135G0K69	0.00	FNMA 1.25 5/6/2021		0.00	4,687.50	0.00	4,687.50
Interest	5/11/2017	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	5/11/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,887.61	0.00	1,887.61
Interest	5/12/2017	35633MAG7	0.00	FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017		0.00	151.03	0.00	151.03
Interest	5/15/2017	717081DL4	0.00	Pfizer Corp 2.1 5/15/2019-14		0.00	5,250.00	0.00	5,250.00
Interest	5/15/2017	06406HBM0	0.00	Bank of New York Mellon 5.45 5/15/2019		0.00	13,625.00	0.00	13,625.00
Interest	5/15/2017	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2017, End Date: 5/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/15/2017	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	362.47	0.00	362.47
Interest	5/17/2017	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19
Interest	5/19/2017	3133EGBE4	0.00	FFCB 1.06 11/19/2018-16		0.00	5,300.00	0.00	5,300.00
Interest	5/22/2017	337630AZ0	0.00	FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017		0.00	140.96	0.00	140.96
Interest	5/25/2017	3136G4GG2	0.00	FNMA 1.5 5/25/2021-17		0.00	7,583.33	0.00	7,583.33
Interest	5/26/2017	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	181.23	0.00	181.23
Interest	5/26/2017	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	5/26/2017	17284C4F8	0.00	CIT BK SALT LAKE CITY 2.25 11/26/2019		0.00	2,733.60	0.00	2,733.60
Interest	5/26/2017	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05
Interest	5/27/2017	3136G32J3	0.00	FNMA 1.25 11/27/2019-17		0.00	7,812.50	0.00	7,812.50
Interest	5/27/2017	27113PBG5	0.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017		0.00	140.96	0.00	140.96
Interest	5/27/2017	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	302.05	0.00	302.05
Interest	5/27/2017	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	281.92	0.00	281.92
Interest	5/28/2017	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	312.12	0.00	312.12
Interest	5/28/2017	3136G33W3	0.00	FNMA 1.5 5/28/2021-17		0.00	7,500.00	0.00	7,500.00
Interest	5/29/2017	11373QCC0	0.00	BROOKLINE BK MASS 0.75 10/30/2017		0.00	151.03	0.00	151.03
Interest	5/29/2017	2027505G6	0.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/		0.00	151.03	0.00	151.03
Interest	5/29/2017	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	5/30/2017	843383AX8	0.00	SOUTHERN BANK 1 1/30/2018		0.00	201.37	0.00	201.37
Interest	5/30/2017	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	201.37	0.00	201.37
Interest	5/30/2017	3137EADG1	0.00	FHLMC 1.75 5/30/2019		0.00	8,750.00	0.00	8,750.00
Interest	5/31/2017	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	5/31/2017	3135G0F73	0.00	FNMA 1.5 11/30/2020		0.00	7,500.00	0.00	7,500.00
Interest	5/31/2017	105245GN8	0.00	BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017		0.00	171.16	0.00	171.16
Interest	5/31/2017	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	218.49	0.00	218.49





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2017, End Date: 5/31/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/31/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,964.55	0.00	1,964.55
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>105,696.91</b>		<b>105,696.91</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>105,696.91</b>		<b>105,696.91</b>
<b>Sell Transactions</b>									
Withdraw	5/1/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/3/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/11/2017	LAIF6000Q	4,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	4,500,000.00	0.00	0.00	4,500,000.00
Withdraw	5/15/2017	LAIF6000Q	1,800,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,800,000.00	0.00	0.00	1,800,000.00
Withdraw	5/19/2017	LAIF6000Q	500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	5/25/2017	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	5/31/2017	OAKVALLEY0670	15,314,188.01	Oak Valley Bank Cash	0.00	15,314,188.01	0.00	0.00	15,314,188.01
<b>Subtotal</b>			<b>25,614,188.01</b>			<b>25,614,188.01</b>	<b>0.00</b>		<b>25,614,188.01</b>
<b>Total Sell Transactions</b>			<b>25,614,188.01</b>			<b>25,614,188.01</b>	<b>0.00</b>		<b>25,614,188.01</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Authority to Fill a Supervising  
Integrated Caseworker Position at  
Step C

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Grant the Department of Social Services authority to hire Ms. Jennifer Esparza at a C Step in the position of Supervising Integrated Caseworker. Ms. Esparza has 12 years of experience working in county Eligibility Services and possesses exceptional qualifications for the position of Supervising Integrated Caseworker.

**RECOMMENDED ACTION:**

Grant the Director of Social Services the authority to fill a Supervising Integrated Caseworker position at Step C.

**FISCAL IMPACT:**

The 2017-18 fiscal impact will be approximately \$107,839 consisting of \$65,880 in salary and \$41,959 in benefits. The cost for this position in fiscal year 2017-18 is primarily paid for with state and federal Social Services funds.

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 7609376518 / kpeterson@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>

**History**

Time	Who	Approval
7/2/2017 7:08 AM	County Administrative Office	Yes
7/3/2017 4:20 PM	County Counsel	Yes

7/6/2017 3:56 PM

Finance

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH  
Director

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

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



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director  
Date: July 11, 2017  
Re: Authority to hire at Step C

KSP

**Recommended Action:**

Grant the Director of Social Services the authority to fill a Supervising Integrated Caseworker position at Step C.

**Fiscal Impact:**

The cost for this position in fiscal year 2017-18 is primarily paid for with state and federal Social Services funds. The 2017-18 fiscal impact will be approximately \$107,839 consisting of \$65,880 in salary and \$41,959 in benefits.

**Discussion:**

The Supervising Integrated Caseworker provides supervisory oversight of all Eligibility and Workforce Services within the department; supervises a seven-person staff comprised of Integrated Caseworkers and Eligibility Specialists; and, reports directly to the Eligibility Program Manager. The department conducted two prior, unsuccessful open recruitments for this vacancy.

Interviews for the current open recruitment to fill this vacant position were held on June 27, 2017. Candidate Jennifer Esparza was selected for employment. Ms. Esparza has 12 years of experience working in county Eligibility Services. She currently works for Inyo County HHS as a Health and Human Services Supervisor, a position she has held since 2014. In this role, Ms. Esparza oversees staff engaged in determining eligibility for public assistance and providing employment services geared to the attainment of self-sufficiency.

Ms. Esparza possesses exceptional qualifications for the position of Supervising Integrated Caseworker. Typically, a new employee is placed at Step A of a given salary range. In accordance with the Mono County Personnel System (MCPE), Board of Supervisors approval is required when an employee is hired above Step A. Given Ms. Esparza's experience and qualifications, the department is requesting authorization to offer her employment at Step C of the salary range (Range 72) for this position.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Property Tax Software Maintenance  
Agreement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

2017-18 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

---

### RECOMMENDED ACTION:

Approve proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the county property tax system not to exceed \$125,000.

---

### FISCAL IMPACT:

Not to exceed \$125,000 for FY 2017-18.

---

### CONTACT NAME:

**PHONE/EMAIL:** / sbutters@mono.ca.gov

---

### SEND COPIES TO:

Finance

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report - Megabyte Contract 17-18</a>
<input type="checkbox"/> <a href="#">2017-18 Megabyte Maintenance Agreement Mono</a>
<input type="checkbox"/> <a href="#">2017-18 Megabyte Maintenance Agreement-Mono Exhibit A</a>
<input type="checkbox"/> <a href="#">2017-18 Megabyte Maintenance Agreement-Mono Exhibit B</a>
<input type="checkbox"/> <a href="#">2017-18 Megabyte Maintenance Rates Memo</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2017 6:48 AM	County Administrative Office	Yes
7/6/2017 9:08 AM	County Counsel	Yes
6/27/2017 6:52 PM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

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

Date: July 11, 2017

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: Property Tax Software Maintenance Contract

---

## **Recommended Action:**

Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$125,000. Provide any desired direction to staff.

## **Discussion:**

The annual maintenance support agreement and addendum for web services for the property tax software covers the period of July 1, 2017 to June 30, 2018 with our software provider, Megabyte Systems, Inc. Web services make up \$6,252.58 of the cost and include on-line payments and electronic access to tax information for the public. The total annual cost is shared by the Assessor and the Finance Department.

## **Fiscal Impact:**

Not to exceed \$125,000 for FY 2017-18.

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2017 and terminating June 30, 2018  
2 by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE  
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,  
4 hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

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

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

22 The total sum of all payments made by the County to Contractor for services and work  
23 performed under this agreement shall not exceed \$125,000.00

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



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

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

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

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

47 9. Patent or Copyright Infringement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_

Dated: \_\_\_\_\_

CONTRACTOR: Megabyte Systems, Inc

By \_\_\_\_\_  
President  
"CONTRACTOR"

Dated: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

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

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

County must grant Megabyte full administrator rights (SA).

### **SQL server database support services**

Contractor will provide the following SQL sever database services:

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

County shall perform the following tasks:

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

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

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

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

Term	Description	Amount
7/1/2017 – 6/30/2018	MPTS Property Tax System Maintenance/Support	\$9,472.07

### COMPENSATION FOR EXTRA SERVICES

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

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



**Mono County:**

The following rates are effective from July 1, 2017 thru June 30, 2018. These rates reflect an increase of 2.1%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2016.

FY-2017/2018 Rates	
MPTS Property Tax System Maintenance	\$9,472.07 per month

Public Web – Assessor / Tax Collector Modules	\$5,145.36 annual charge
Tax Collector – Web Bill Print	\$ 830.43 annual charge
Tax Collector – Prior Year (previous year only) Tax bill Online	\$ 276.79 annual charge
Tax Collector – Historical Expansion Bill Print	\$ 800.00 annual charge





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Appointment to Assessment Appeals Board

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Appoint Madeline "Mickey" Brown to serve as a member of the Assessment Appeals Board. Ms. Brown will be assuming the unexpired term of Rose Murray, set to expire November 5, 2018.

**RECOMMENDED ACTION:**

Appoint Madeline "Mickey" Brown to serve as a member of the Assessment Appeals Board; provide any desired direction to staff.

**FISCAL IMPACT:**

None. The Assessment Appeals Board will be funded through the proposed 2017/2018 budget.

**CONTACT NAME:** Helen Nunn

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Application</a>

**History**

Time	Who	Approval
7/2/2017 5:53 AM	County Administrative Office	Yes
7/3/2017 4:19 PM	County Counsel	Yes

6/27/2017 6:54 PM

Finance

Yes



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

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

*Shannon Kendall, Clerk of the Board*

To: Honorable Board of Supervisors

From: Helen Nunn, Assistant Clerk of the Board of Supervisors

Date: July 11, 2017

### Subject

Appointment of Member to Assessment Appeals Board

### Recommended Action

Consider appointment of Madeline Brown as a member of the Assessment Appeals Board; provide any desired direction to staff.

### Discussion

The Assessment Appeals Board is responsible for considering appeals filed by property owners disputing the assessed value of their property. The Board consists of three regular members and at least one alternate member. Typically the alternate member hears cases where a regular member is either unable to attend a hearing or has recused themselves do to a conflict of interest. As of this time, the Board consists of two regular members and one alternate member.

After much effort and outreach, a qualified candidate has submitted an application to serve on the Board. Ms. Brown is both a CPA and a Real Estate Broker, as well as having served on the Mammoth Lakes Planning Commission. She also possesses a degree in Business Economics.

### Fiscal Impact

None. Full funding for the Assessment Appeals Board is included in the proposed 2017/2018 annual budget.

# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	5/30/17
<b>NAME</b>	Madeleine "Mickey" Brown
<b>POSITION APPLIED FOR:</b>	
Assessment Appeals Board	

<b>RESIDENCE ADDRESS</b>	808 Fairway Circle
	Mammoth Lakes CA 93546
<b>PHONE</b>	760-914-0199
<b>BUSINESS / MAILING ADDRESS</b>	P.O. Box 2333
	Mammoth Lakes, CA 93546
<b>PHONE</b>	760-914-0199
<b>OCCUPATION</b>	Sales

How did you learn of the opening? Barry Beck

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: I have a unique business background in that I am both a CPA and Real Estate Broker. Also after having served on the Town of Mammoth Lakes Planning Commission for 5 years, I understand the importance of Property Tax Revenue for the County and Town. (My CPA license is currently inactive.)

Other information may be submitted by resume if desired.

Summary of background and skills: See attached

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Professional experience: See attached

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Education: Graduated from UCSB with a degree in Business Economics

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Professional and/or community organizations: Founding Member of Mammoth  
Voices a civic outreach organization

---

Personal interests and hobbies: Skiing, hiking, camping and outdoor photography

---

Have you ever been convicted of a felony, which would disqualify you from  
appointment? No If you are appointed and cannot be bonded as required, your  
appointment will be revoked.

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



---

Signature

5/30/17

---

Date

**Key Professional Experience:**

**The Resort Property Experts @, Mammoth Lakes, CA:** Since 2003, I have been specializing in Resort Residential and Land Sales. Resort Property Experts is affiliated with BrokerInTrust, the elite all-broker real estate network.

**Snowcreek Investments, Mammoth Lakes, CA:** Part of the transition team for Linda Dempsey whose husband was the founder of Snowcreek Investments/Dempsey Construction. As the company's Chief Financial Officer/Operation Officer, worked on liquidating assets in 3 western states and oversaw the staff of the Brokerage, Property Management, Athletic Club and Golf Course divisions.

**Brown/Realtors, Westlake Village, CA:** Chief Financial Officer and ultimately the second generation Owner/President. Brown had nine divisions and over 160 sales associates. They were rated in the National Associations of Realtors Top 100 firms and known for their Estates and New Homes Divisions.

**Kenneth Leventhal & Co. Century City, CA:** Started business career at KL&Co which was a national firm that focused on real estate accounting and is now part of Ernst and Young.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Out-of-State Travel Request

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

As Mono County National Association of Counties alternate representative and member of the NACo Public Lands Steering Committee, Supervisor Gardner is requesting authorization of out-of-state travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here:  
<http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

**RECOMMENDED ACTION:**

Approve out-of-state travel for Supervisor Gardner (the county's alternate NACo representative) to attend the NACo Annual Conference in Columbus, OH July 21-23

**FISCAL IMPACT:**

Up to \$1,000 for conference registration and travel. Supervisor Gardner is not requesting air fare.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5833 / [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report</a></p>
---

**History**

Time	Who	Approval
7/6/2017 4:33 PM	County Administrative Office	Yes

7/6/2017 9:05 AM

County Counsel

Yes

7/5/2017 5:27 PM

Finance

Yes





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

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

*Shannon Kendall, Clerk of the Board*

July 11, 2017

**TO:** Mono County Board of Supervisors

**FROM:** Helen Nunn

**Description:** As Mono County National Association of Counties representative and member of the NACo Public Lands Steering Committee, Supervisor Gardner is requesting authorization of out-of-state- travel to attend the NACo Annual Conference in Ohio. This includes the public lands policy steering committee meeting. More conference information here: <http://www.naco.org/events/nacos-82nd-annual-conference-exposition>.

**Recommended Action:** Approve out of state travel for Supervisor Gardner (the county's alternate NACo representative) to attend the NACo Annual Conference in Columbus, OH July 21-23.

**Fiscal Impact:** Up to \$1000 for conference registration and travel. Supervisor Gardner is not requesting air fare.

**Strategic Plan Alignment:**

Economic Base, Environment—adequate funding for and good management of national forest lands and other public lands could have a positive impact on our tourism and recreation-based economy.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter from SuddenLink

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Information received from Suddenlink Communications informing the County the Universal HD will no longer be carried on its channel lineup.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter</a>

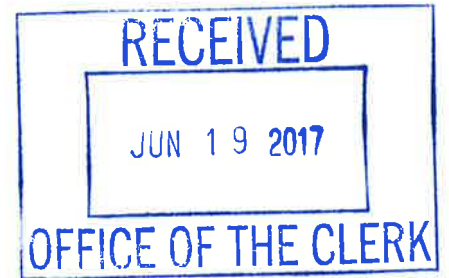
**History**

Time	Who	Approval
7/2/2017 5:54 AM	County Administrative Office	Yes
7/3/2017 4:29 PM	County Counsel	Yes
6/27/2017 6:49 PM	Finance	Yes



June 13, 2017,

Clerk of the Board – County of Mono  
Lynda Roberts  
P.O. Box 715  
Bridgeport, CA 93517



Suddenlink Communications ("Suddenlink") hereby notifies you that effective July 15, 2017 Universal HD will no longer be carried on Suddenlink's channel lineup in your community.

The owner of this channel, NBCU will be discontinuing carriage of this channel.

Customers will receive notification of this channel change via a bill message on their June statement.

If you have any questions please feel free to call me at (530)550-3922.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Oelkers".

Jason Oelkers  
Director of Operations  
Suddenlink



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** United States Fish and Wildlife Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letter from United States Fish and Wildlife Service, Pacific Southwest Region, Reno Office, regarding the management of Conway Ranch and disease transmission.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">US Fish and Wildlife Letter</a>

**History**

Time	Who	Approval
7/3/2017 5:42 AM	County Administrative Office	Yes
7/3/2017 4:33 PM	County Counsel	Yes
6/27/2017 6:53 PM	Finance	Yes

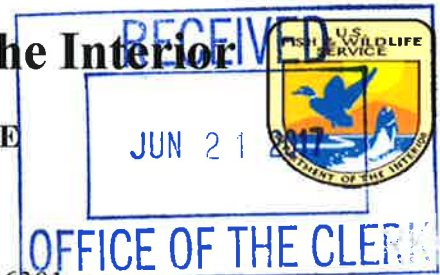


# United States Department of the Interior

Pacific Southwest Region  
FISH AND WILDLIFE SERVICE

Reno Fish and Wildlife Office  
1340 Financial Blvd., Suite 234  
Reno, Nevada 89502

Ph: (775) 861-6300 ~ Fax: (775) 861-6301



June 15, 2017

File No. 2017-CPA-0069

Mono County Board of Supervisors  
C/O Clerk of the Board  
P.O. Box 715  
Bridgeport, California 93517

Subject: Management of Conway Ranch

Dear Honorable Mono County Board of Supervisors:

My staff and I, with the Reno Fish and Wildlife Office, would like to thank you for the opportunity to present information regarding our concerns on disease transmission between domestic sheep and the state- and federally-listed endangered Sierra Nevada bighorn sheep (*Ovis canadensis sierrae*) at the March 7, 2017, Board of Supervisors meeting. We recognize the Supervisors were faced with a difficult decision in determining how to manage Conway Ranch for the benefit of wildlife and the local community, including its lessee, F.I.M. Corporation. We also acknowledge F.I.M. Corporation's efforts to minimize the potential for contact between domestic sheep and Sierra Nevada bighorn sheep, and their final decision not to graze domestic sheep this season, prior to the expiration of their grazing permit.

There were few domestic sheep grazing management options given the serious consequences that disease transmission could have on the recovery of Sierra Nevada bighorn sheep. We appreciate the Board of Supervisors taking the time to carefully deliberate on how best to manage Conway Ranch. In addition, you all provided the public and wildlife managers numerous opportunities to submit input that helped you make your final decision. Finally, we would like to recognize the hard work your staff, especially Mr. Tony Dublino, dedicated to this effort.

Mono County has proven to be a valuable partner in the conservation of the Bi-State population of Greater sage-grouse (*Centrocercus urophasianus*) and, more recently, Sierra Nevada bighorn sheep. Mono County's efforts are an example to others on how we can work together to achieve

Board of Supervisors

File No. 2017-CPA-0069

mutual goals. We understand that Mono County will be making decisions regarding its future management of Conway Ranch. If we can support Mono County in any capacity during this time, please do not hesitate to contact me, or Shawna Theisen of my staff, at (775) 861-6300.

Sincerely,



Carolyn Swed  
Field Supervisor

cc: F.I.M. Corporation  
Wendy Sugimura, Mono County Community Development



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** OVMAP/MLMAD Weekly Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Weekly Report for June 24 - 30, 2017 from Owens Valley Mosquito Abatement Program / Mammoth Lakes Mosquito Abatement District

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">OVMAP/MLMAD Weekly Report</a>

**History**

Time	Who	Approval
7/2/2017 6:38 AM	County Administrative Office	Yes
7/3/2017 4:31 PM	County Counsel	Yes
6/27/2017 6:55 PM	Finance	Yes

# WEEKLY REPORT



## OWENS VALLEY MOSQUITO ABATEMENT PROGRAM MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT

### PAST WEEK'S TRAPPING SUMMARY

Traps were deployed along the south run (Aberdeen to Cartago) with significant mosquitos collected east of Lone Pine, Alabama Gates, Independence, and Blackrock. Exotic mosquito trapping continues with no exotic mosquitos found. Traps at Cartago and Keeler failed, but no complaints have come in from those areas during this reporting period.

### PAST WEEK'S TREATMENT SUMMARY

**Keeler:** Larviciding is planned on the ODL for next week as some mosquito breeding habitat was found on the lake.

**Olancha and Cartago:** Very aggressive larviciding has been occurring in this area over the last week. So far, this has been effective and no adulticiding has been needed.

**Lone Pine:** Mosquito populations are on the rise following increased LORP flows. Adulticiding operations were conducted in Lone Pine last week, and we hope to keep populations below nuisance levels.

**Independence:** Adulticiding operations were conducted in Independence on June 26, June 28, and June 30. Population numbers are still extremely high, most likely due to LORP flows. Adulticiding will continue as needed.

**Aberdeen:** Some adulticiding was required last week due to increased adult populations in Aberdeen and in nearby campgrounds.

**Big Pine:** Larviciding operations continue at a high level near Big Pine Creek and the Owens River as high water levels continue to be a challenge. Big Pine was also fogged last week.

**Bishop:** The Bishop Creek bypass continues to create issues, and lots of larviciding is being conducted in the area as well as along the Owens River. Some adulticiding was performed in Bishop and Laws last week.

**Mammoth Lakes:** Very aggressive larviciding has been occurring all last week in the Mammoth area. Next week, we will attempt to treat some of the more remote mosquito sources, but access may not be possible. Regardless of our success in reaching those sources, we will be fogging Mammoth this week due to adult population numbers currently exceeding our threshold for fogging.

### NEXT WEEK'S MOSQUITO FORECAST

**Both Independence and Lone Pine will continue to see mosquitos resulting from LORP flow increases next week.** Field crews are monitoring this closely and adulticiding operations will occur throughout the coming week. We will not be able to catch up to these hatches at this point in the season until weather or water conditions change significantly.

**Mammoth Lakes will see significant adult mosquito populations next week.** We hope that aggressive larviciding and adulticiding operations this coming week will help bring these populations back under control.

**The north portion of Bishop will continue to see increased mosquito issues.** The Bishop Creek Bypass spreading continues to create mosquito issues.

**All other areas are expected to have normal populations for this point in the season.**

**Special Events:** Fogging was conducted in anticipation of the Big Pine Fishing Derby and the concert at Laws. All of the towns are being monitored closely and treatments are being made to reduce mosquito numbers prior to people being outdoors at dusk during Independence Day events. Mammoth Lakes will be fogged next week in anticipation of the fundraiser at the Hayden cabin.

*If you know of a special event in your district scheduled to occur within the month, please call 760.873.7860 or email [nreade@inyocounty.us](mailto:nreade@inyocounty.us) to inform our staff.*

Report Prepared by:

Owens Valley Mosquito Abatement Program and Mammoth Lakes Mosquito Abatement District  
Administered by Inyo and Mono Counties Agricultural Commissioner's Office  
207 W South Street, Bishop, CA, 93514



**EVS TRAP COLLECTION RESULTS**

	<i>Culex tarsalis</i>	<i>Culex erythrothorax</i>	<i>Anopheles freebornii</i>	<i>Anopheles franciscanus</i>	<i>Aedes melanimon</i>	<i>Aedes nigromaculis</i>	<i>Aedes dorsalis</i>	<i>Aedes vexans</i>	<i>Culiseta inornata</i>	<i>Culiseta incidens</i>	Total
<b>Cartago</b>	<b>Trap Failed</b>										<b>0</b>
<b>Keeler</b>	<b>Trap Failed</b>										<b>0</b>
<b>Owens River Delta</b>	2	0	0	0	0	0	0	0	0	0	<b>2</b>
<b>Lone Pine (Trinity Slough)</b>	496	101	12	0	183	0	0	0	13	0	<b>805</b>
<b>Lone Pine (Park)</b>	4	0	0	0	0	0	0	0	0	0	<b>4</b>
<b>Alabama Gates</b>	316	56	13	0	128	0	0	0	3	0	<b>516</b>
<b>Independence (Tree Farm)</b>	1756	4	0	0	808	0	0	0	16	0	<b>2584</b>
<b>Independence (Museum)</b>	708	0	0	0	28	0	0	0	0	0	<b>736</b>
<b>Blackrock</b>	284	0	0	0	277	0	0	0	24	0	<b>585</b>
<b>Aberdeen</b>	160	0	1	0	4	0	0	0	3	0	<b>168</b>
<b>Total</b>	<b>3726</b>	<b>161</b>	<b>26</b>	<b>0</b>	<b>1428</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59</b>	<b>0</b>	<b>5400</b>

**ANALYSIS OF COLLECTION RESULTS**

**Trap numbers this week were extremely high in many areas!** All trap increases can be reasonably attributed to LORP flow increases and water spreading in the Blackrock area.

*Culex tarsalis* mosquito populations continue to increase significantly from one generation to the next. This species loves 100+ degree days, and standing water, and this is becoming very apparent in our trap results. This species is our number one public health concern species as it carries West Nile Virus and other encephalitis strains.

*Aedes melanimon* numbers were also very high, and this species is an aggressive day biting mosquito. We expect complaint numbers to rise when this species is present, but have only had a minor increase in complaints so far.

We still have not trapped many *Aedes nigromaculis* this year. These mosquitos, like *Aedes melanimon*, tend to be aggressive day-biting mosquitos, so if there is a silver lining to the trap results this week, that is it.

**WEST NILE VIRUS POOLS SUBMITTED FOR TESTING**

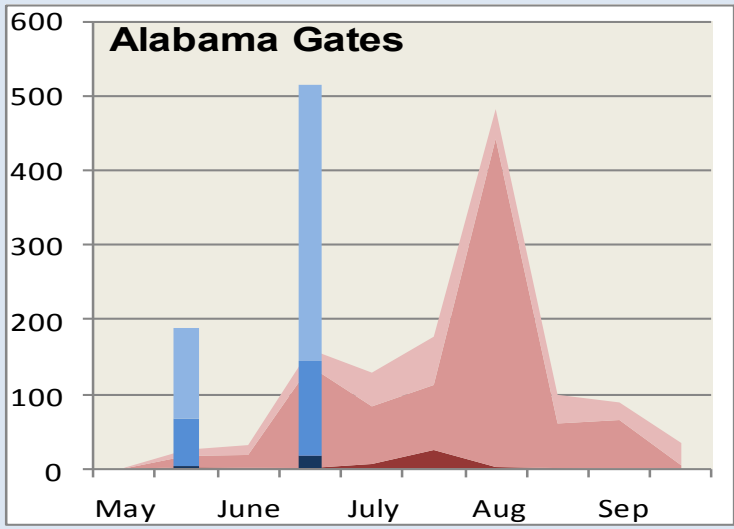
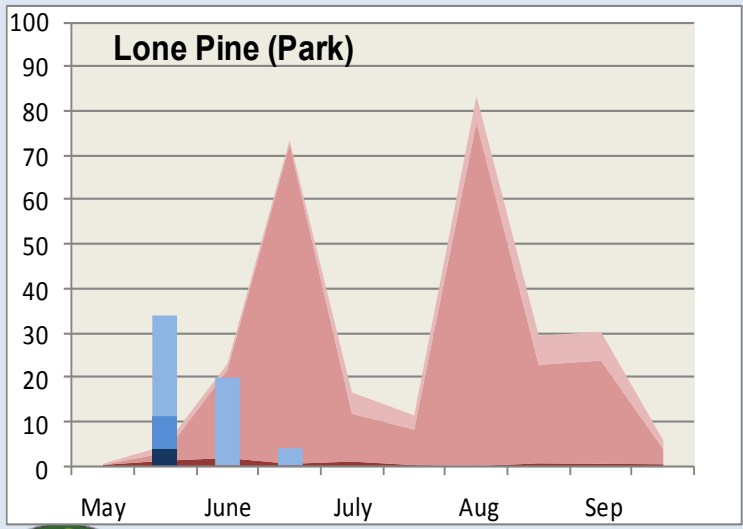
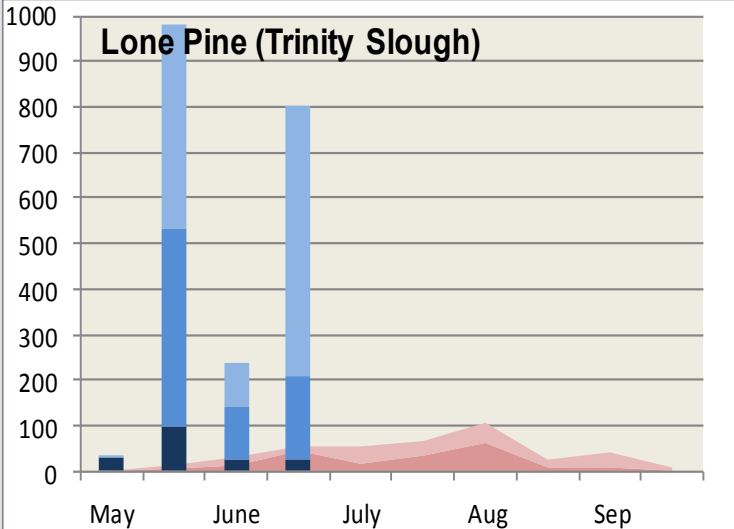
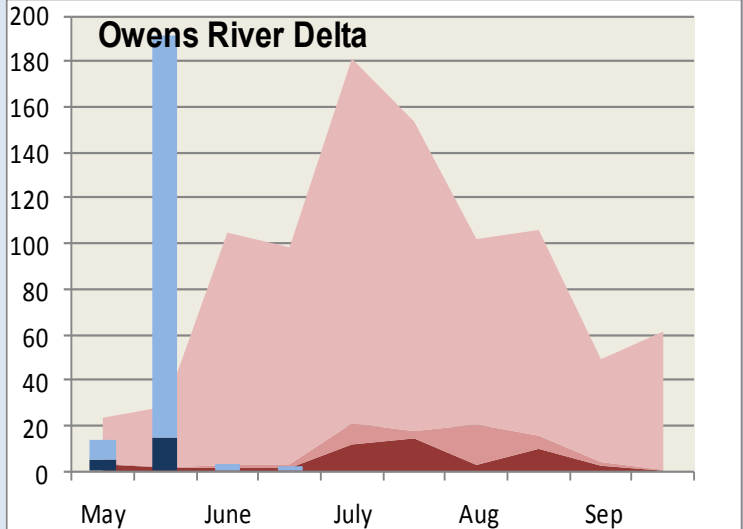
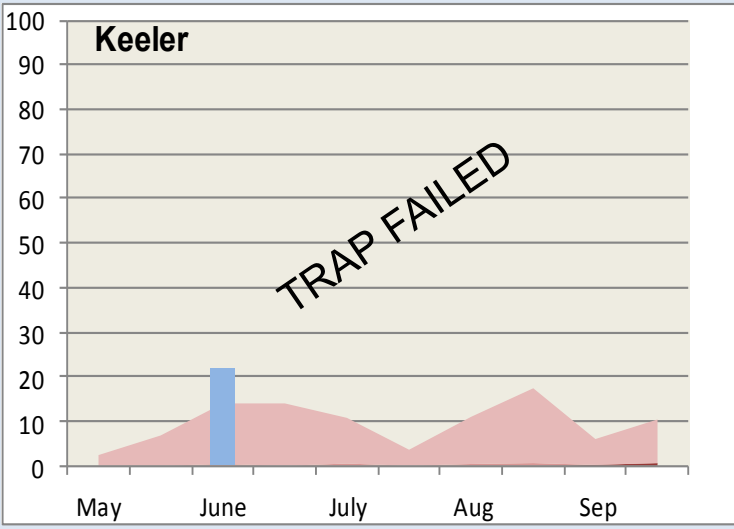
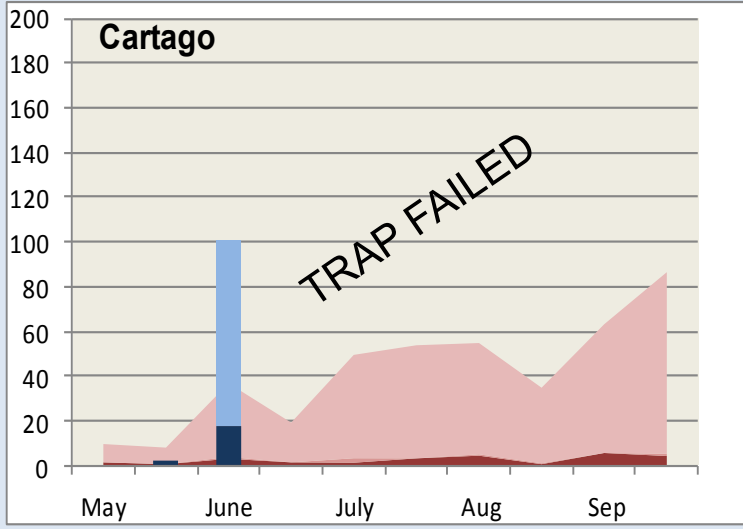
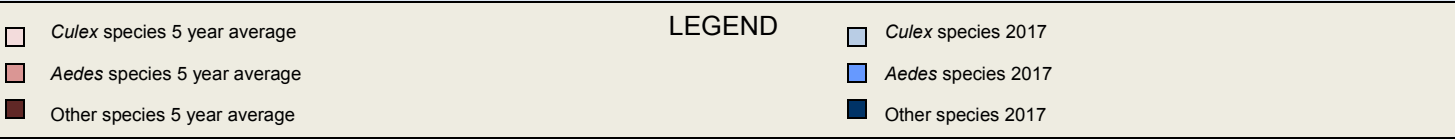
Location	Number	Number

**NO DISEASE TESTING CONDUCTED**

**ANALYSIS OF DISEASE TESTING RESULTS**

We anticipate resuming disease testing for 2017 mid-July.



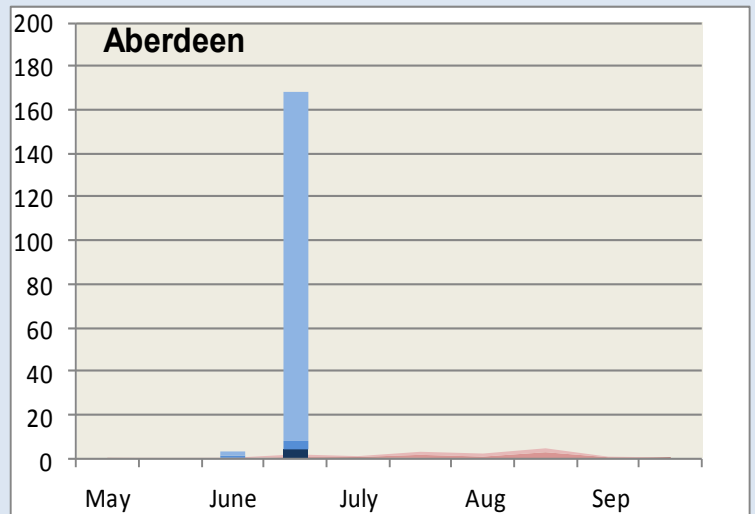
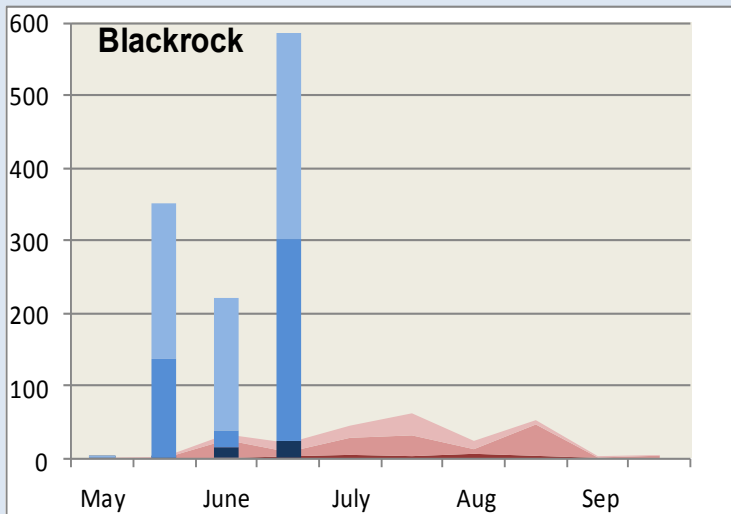
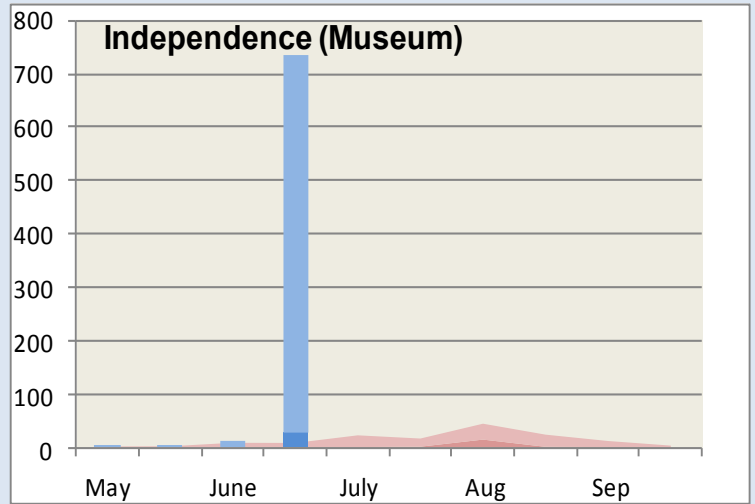
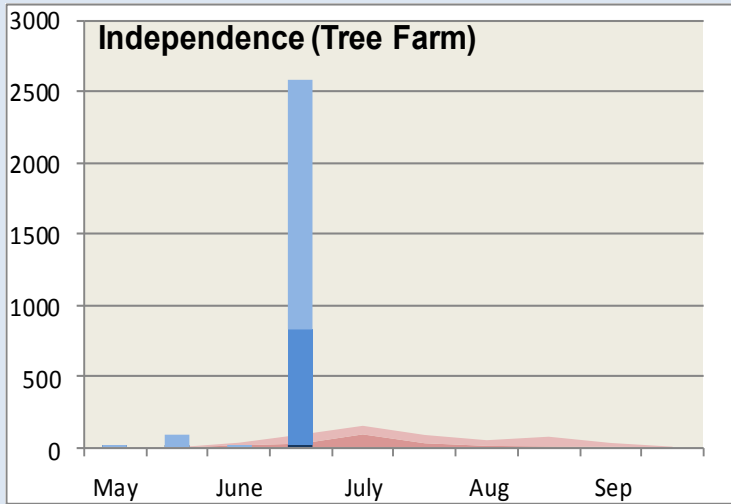


Report Prepared by:  
 Owens Valley Mosquito Abatement Program and Mammoth Lakes Mosquito Abatement District  
 Administered by Inyo and Mono Counties Agricultural Commissioner's Office  
 207 W South Street, Bishop, CA, 93514

- Culex* species 5 year average
- Aedes* species 5 year average
- Other species 5 year average

LEGEND

- Culex* species 2017
- Aedes* species 2017
- Other species 2017



LORP at Mazourka Canyon Road—water level is almost to the road. LORP flows were a sustained 200 cfs to 240 cfs this last week.



High LORP flows result in high mosquito numbers, such as this 2,584 mosquitoes collected (27+ times ave.) in an Independence trap in one night!

Report Prepared by:

Owens Valley Mosquito Abatement Program and Mammoth Lakes Mosquito Abatement District  
 Administered by Inyo and Mono Counties Agricultural Commissioner's Office  
 207 W South Street, Bishop, CA, 93514





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Agricultural Commissioner's Office  
Department Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Counties of Inyo and Mono Agricultural Commissioner's Office Department Update July 2017.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Agricultural Commissioner's Office July 2017 Dept Update](#)

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### History

Time	Who	Approval
7/3/2017 8:17 AM	County Administrative Office	Yes
7/3/2017 4:14 PM	County Counsel	Yes
7/3/2017 12:06 PM	Finance	Yes



# Department Update

Counties of Inyo and Mono Agricultural Commissioner's Office

July 2017

## Agriculture

The 2016 Crop and Livestock Report has been completed. It will be presented on July 11 in Independence during the Inyo Board of Supervisor's meeting, and July 18 in Mammoth Lakes during the Mono County Board of Supervisors meeting.

In addition to the Crop and Livestock Report, we will also be presenting "Agriculture in Inyo & Mono Counties: An Economic Profile". This report has been in the works for several months, and expands upon the information presented in the annual Crop and Livestock Report. Some of the information contained in the report includes our local agriculture industry's economic multiplier effects, jobs created and retained, taxes paid, and much more. This information will be valuable for years to come to estimate economic effects of policy decisions on our local economy and to help guide policy and business decisions to build a more robust and diverse agriculture industry.

The California State Association of Counties (CSAC), Rural County Representatives of

California (RCRC), and the Urban Counties of California (UCC) will be hosting a [one-day summit](#) on the changing policy landscape related to medical and adult use cannabis in California on July 19. The summit will convene key state regulators, cannabis experts, county supervisors, CAOs/CEOs, and senior staff to address critical policy implementation, local authority, and county priorities.

### Agriculture Legislation of Interest

#### [H.R.975 - Respect State Marijuana Laws Act](#)

This act would amend the Controlled Substances Act to remove federal penalties associated with cannabis activities in states where legalization has occurred.

#### [A.B. 527—Pest control aircraft pilot's certificate: unmanned aircraft.](#)

This bill seeks to create a new pest control operator category to allow for the licensing and use of unmanned aerial vehicles to apply pesticides.

## Weights & Measures

Our new heavy capacity weight truck was finally delivered last month. This truck had to be replaced to conform to CARB regulations. It being a critical tool in our scale testing toolkit, we are very happy to have it back and are able to test aggregate plants, truck scales, livestock scales and other heavy capacity (10,000+ lb.) scales again.



New heavy capacity testing truck

Although it has little consequence in Inyo and Mono Counties at this time, The California Department of Measurements Standards has extended a temporary device registration for Uber and Lyft in California. This is quite an interesting topic in the weights & measures world right now, as there is so much about this technology that has not been dealt with until these companies came into existence, and we will probably see more of these concerns in the future. For example, the software loaded on phones is the measuring device for these businesses, so do regulators register the phone or the software? How do we test each of these devices? Many more questions remain unresolved.

## Weights & Measures Legislation of Interest

### [AB 347 \(Chau\)](#)

This bill would extend the law that allows county sealers to charge registration fees for device inspections past the current sunset date of January 1, 2019 to January 1, 2022.

### Mosquito Abatement Program

Mosquito control issues continue compound at the same rate as the massive runoff flowing from the Sierra. We have already conducted as many fogging operations this year as we did all last season (May-October). Problem areas continue to be concentrated near the Owens River, especially the Lower Owens River.

Mosquito pool disease testing will commence this month. Staff will collect pools of 25-50 *Culex tarsalis* species mosquitos from traps and send them to San Diego packed in dry ice where they are tested for disease presence. Finding disease in mosquito pools early will hopefully alert us to its presence in our area before people catch any of these diseases. Knowing a disease is present early allows us to step up outreach efforts, increase control efforts, and coordinate with Public Health officials.

Mosquito control program reports are being updated weekly and can be found on the [OVMAP page](#) on our website.

### Eastern Sierra Weed Management

Access to invasive plant sites continues to be a huge issue for crews in the field. Despite this challenge, work continues on the Wildlife Conservation Board perennial pepperweed project, as well as in the LORP area. Some additional work has been completed recently in cooperation with the Eastern Sierra Land Trust, which provided the funds to conduct this small project.

## Important Dates

[July 4](#)

Independence Day—Office Closed

[July 5](#)

Mammoth Farmer's Market Opens

[July 6-7](#)

CACASA Board of Director Meeting  
Stockton

[July 11](#)

Inyo BOS Crop Report and  
Economic Study Presentation

[July 17-21](#)

OVMAP/UC Davis UAV Study

[July 18](#)

Mono BOS Crop Report and  
Economic Study Presentation

[July 19](#)

California Cannabis Summit  
Sacramento



AGRICULTURE IN INYO & MONO COUNTIES  
AN ECONOMIC PROFILE



Agricultural Impact Associates  
"Quantifying the value of California agriculture"



Access is impossible to many weed sites



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Finance**

**TIME REQUIRED** 1 hour, 15 minutes (45 minute presentation; 30 minute discussion)      **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Jeff Land from Brandis Tallman LLC

**SUBJECT** Debt Financing Options for the South County Facilities Project

**AGENDA DESCRIPTION:**

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

After brief discussion of debt basics for governments, receive presentation from Jeff Land of Brandis Tallman LLC describing options for debt financing construction of a new government facility in Mammoth Lakes.

**RECOMMENDED ACTION:**

Receive presentation. Provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time. This is an informational item only.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Debt Financing Basics</a>
<a href="#">South County Facilities - Financing Presentation</a>
<a href="#">Glossary of Debt Terms</a>

**History**

Time	Who	Approval
7/2/2017 5:57 AM	County Administrative Office	Yes

7/3/2017 4:27 PM

County Counsel

Yes

7/5/2017 5:14 PM

Finance

Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

---

*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

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

**Date:** July 11, 2017  
**To:** Honorable Board of Supervisors  
**From:** Janet Dutcher, Finance Director  
**Subject:** Debt financing options for the South County Facilities project

**Action Requested:**

Receive presentation. Provide any desired direction to staff.

**Discussion:**

On May 16, 2017, staff received direction from your Board to prepare information that includes financing options for a new County Facility in Mammoth Lakes. Jeff Land from Brandis Tallman LLC will give a presentation about debt financing options to fund construction of the proposed South County Facility. To be discussed are the cost components involved in a public offering of debt, the impact from current treasury rates and a list of next steps.

Brandis Tallman LLC is a full service investment banking firm that provides bond underwriting and placement agent services to public agencies. Members of Brandis Tallman have worked with agencies throughout the state of California, including Mono County.

**Fiscal Impact:**

None at this time. This is an informational item only.





# DEBT ISSUANCE BASICS

FOR ELECTED OFFICIALS

# CONCEPT OF INTERGENERATIONAL EQUITY

- Taxpayers get what they pay for and pay for what they get
- Balancing current revenues with current expenditures
- Capital expenditures – long-life assets
  - Issue bonds
  - Match maturities over lifespan of the new asset
  - Future taxpayer contribute for use of the new asset
  - ***Achieves intergenerational equity***



## WHEN IS BORROWING **NOT** THE RIGHT CHOICE?

- Grants – but consider matching and other compliance requirements
- Contributions from external sources
- Local funding, excessive surplus
- No interest or low-interest loans available
- Joint venture opportunities



## WHEN IS BORROWING THE RIGHT CHOICE?

- Size and scope of the project
  - Need for cash upfront for construction
- Long-lived asset – match tax revenues from taxpayers using or benefiting from facility
- Borrowing cost is affordable
- Fiscal Health of County



# TYPES OF DEBT – NOT APPLICABLE FOR THE SOUTH COUNTY FACILITIES PROJECT

- **Municipal Notes** – short term, one year
  - Issued in anticipation of revenues (cash management)
  - Issued in anticipation of permanent financing (bonds or grants)
- **General Obligation Bonds**
  - Pledge full-faith-and-credit
  - Voter approval
  - Levy taxes to repay
- **Revenue Bonds** – Secured by revenue from a project or enterprise
  - Users of facility repay debt through user fees pledged for debt service on the bonds – self supporting
  - Debt covenants
- **Special Assessment Bonds** – finance capital improvements that benefits taxpayers in a defined community
  - Taxpayers in community repay debt through assessments

## **CERTIFICATES OF PARTICIPATION – MOST APPROPRIATE FOR SOUTH COUNTY FACILITY**

- Lease-purchase arrangement
- County leases facility from 3<sup>rd</sup> party (financing corporation) in exchange for use of facility (occupancy)
- Financing corporation issues obligations (certificates) to investors secured by County's lease payments
- Lease payments = debt service
- Lease payments appropriated from existing resources, no increase in tax to taxpayers, subject to annual appropriation

## MUNICIPAL MARKET (S)

- Place where state and local governments sell obligations
- Issuers = state and local governments
- Investors = buy bonds
  - Initial purchase (primary market)
  - Post initial (secondary)
- U.S. Market (2017) estimated at \$365 Billion
- 97% of volume is tax exempt debt – lower interest rate
  - Project must be for general public use
  - Repaid from non-private funding sources

### PARTICIPANTS

Issuers

Financial Advisors

Bond Counsel

Underwriters

Rating Agencies

Credit Enhancement

Providers

Trustees

Paying Agents/ Registrars

## FINANCING TEAM

- Competitively Select?
  - Financial Advisor
  - Bond Counsel
  - Underwriter
  - Paying Agent / Registrar





## SELECT METHOD OF SALE

- Considerations
    - Legal framework
    - Local policy
    - Market
  - Competitive Sale – accept bids from underwriters
  - Negotiated Sale – issuer selects underwriter in advance
  - Private Placement – market security without underwriter
-

## STRUCTURING THE ISSUE

- Assumes fixed rate bonds and no pledge of revenues
- **Serial Bond Structure** – portion of the issues par value is paid off each year
- **Term Bond Structure** – single maturity
- **Level Principal Maturity Schedule** – equal amounts of par value redeemed each year
  - Annual debt service is higher in early years, lower in later years
- **Level Debt Service Schedule** – debt service is approximately the same each year
  - Principal increases over life of the debt
- **Deferred Principal** – limit debt service during construction
  - Capitalized interest during construction period

# DISCLOSURE AND THE OFFICIAL STATEMENT

- **Pre-sale:** official statement
  - Information to inform potential investors
  - Details of the debt issuance transactions – amount, terms, maturity
  - Ability to repay
  - Credit ratings- credit worthiness of issuer
  - Financial statements and budgets
- **Post-sale:** continuing disclosure requirements
  - Provide on-going source of information about credit worthiness of issuer
  - Annual audits and budgets



# IMPORTANCE OF CREDIT RATINGS

- Indicator of credit worthiness
- Investors use credit rating to balance
  - Security/safety of principal = yield/interest earnings
- Higher credit rating = lower interest rates = lower cost of financing
- Submit request to rating agency prior to marketing securities for sale
- Information about
  - Financial status
  - Economic condition
  - Outstanding and proposed debt
  - Administrative structure



## CREDIT ENHANCEMENTS

- To lower cost of borrowing
    - Improve credit quality
    - Shift risk to third party
  - Bond insurance – one time fee, up front (premium)
    - Market issue with insurance company's rating
    - Compare premium to lowered cost of financing
  - Letters of Credit – pledge from lending institute to make debt payments if default
  - Surety Policies – guarantees available funds in place of debt reserve
-

## AFTER THE SALE

- **Investment of bond proceeds** – structure to provide anticipated drawdown funds when needed for construction
  - **Arbitrage Regulations** – limits amount of interest earned from investing tax-exempt proceeds, results in penalty payment is violated
  - **Maintaining rating and investor relations** – commitments made during initial sale carry thru to maturity
  - **Continuing disclosure requirements** – reporting to investing market (repositories)
    - Financial statements and budgets
    - Credit updates
-



# 2017 South County Facilities Financing Options

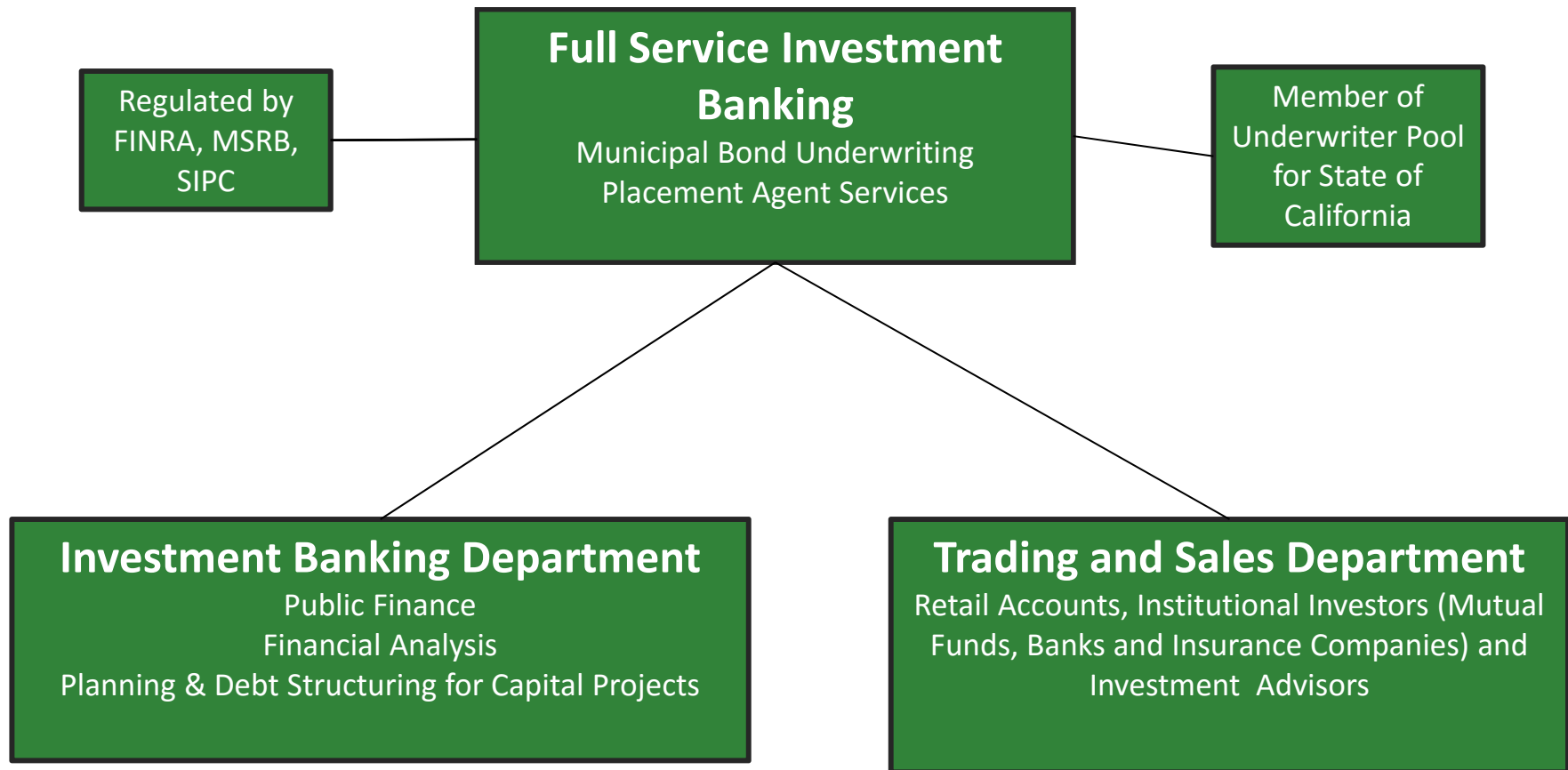
Prepared by



*Investment Banking for  
California's Communities*

July 11, 2017

# Brandis Tallman LLC

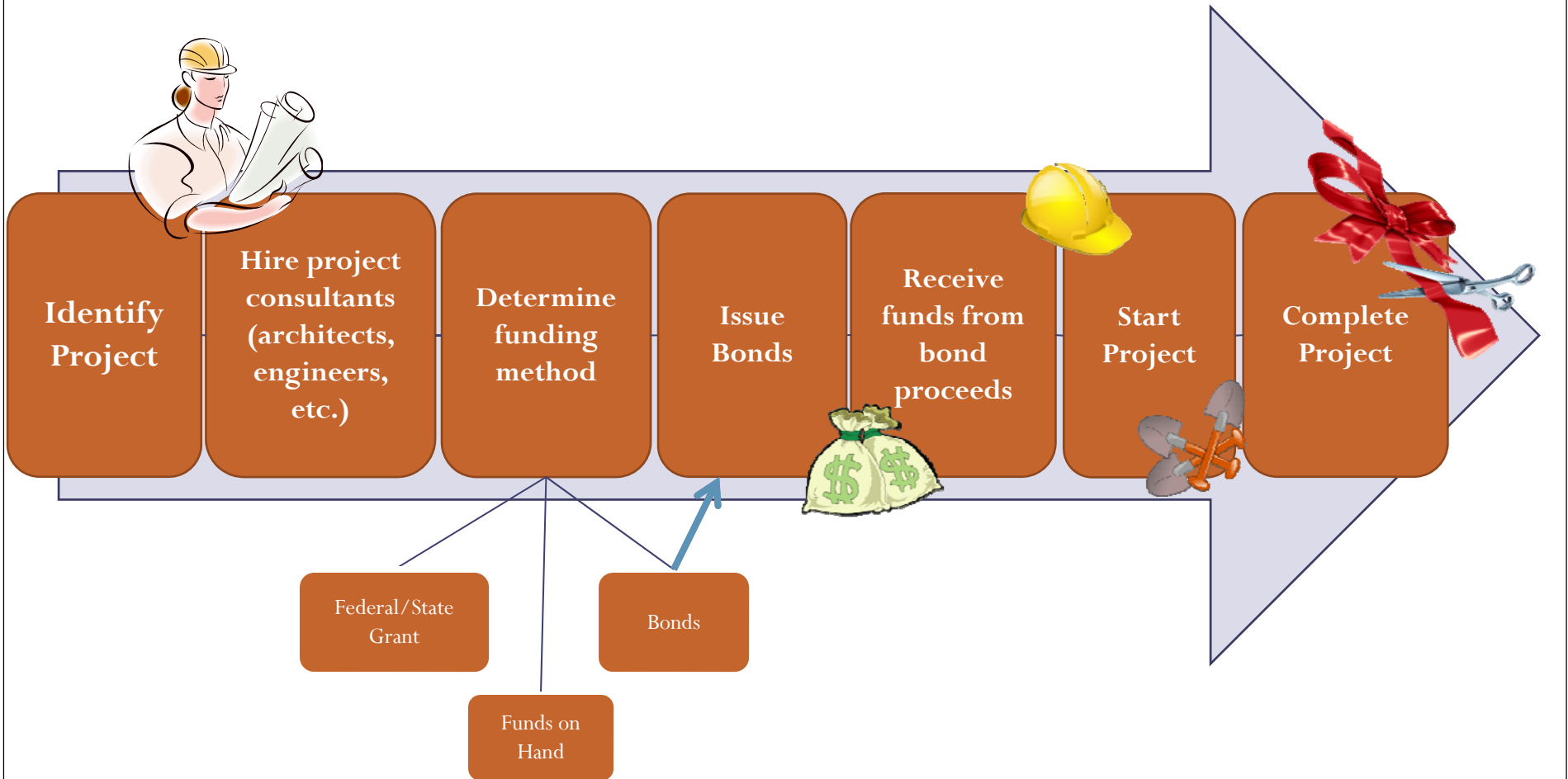




# Related Transactions

Agency	Project
Amador County	County Administration Building
Central Unified School District	Educational Facilities
Colusa County	Criminal Justice Center
Cosumnes Community Services District	Building Improvements
Holtville Unified School District	Building Improvements
City of Kingsburg	Fire Station
City of Rancho Cordova	City Hall
Sacramento County Board of Education	Administration Building
San Ramon Valley Fire Protection District	Fire Station
Sonoma County	Building Improvements
Ventura Port District	Facility Improvements
West County Transportation Agency	Transportation Facility Building

# Project Financing Process





# Accessing the Capital Markets

# Capital Marketplace

- Who are the investors?
  - Retail
  - Professional Retail
  - Institutional
- How do investors purchase municipal paper?
  - Public Offering
    - Order period on sale date

# Public Offering Method of Sale

- Under a public offering, an underwriter purchases bonds from an issuer with the intent to resell the bonds to investors. The sale of bonds can be made to large investors such as mutual funds and insurance companies, commonly known as institutional investors, or to individual investors, commonly known as retail investors.
- Suitability rules play a role in determining what securities an underwriter can recommend to an investor. Historically, the SEC has deferred to self-regulatory organizations to regulate this conduct. Under suitability rules used by FINRA, the NYSE and the MSRB, the securities dealer must have some basis for believing that any particular security they recommend is suitable for the investor on the basis of facts disclosed by the investor.
- As a result, the financing team must design the financing structure to meet the needs of the issuer in context of the investor market for the debt. This includes research and documentation of the credit quality of the bond (credit rating), its term to maturity, its risk of redemption and its potential for sale in the secondary market. Other requirements, such as establishment of a reserve fund or surety bond must be considered.
- These requirements and due diligence procedures increase the costs of issuance of the bonds. Additionally, a trustee or paying agent is required to service the debt to the investors of a public offering. However, the institutional or retail investor often provides the issuer with a lower interest rate. The bonds can be serialized so that the interest rate increases with each maturity rather than remaining fixed for the term of the bonds. This can provide an overall lower interest cost.



# Financing Structure

# Financing Structure – Lease Financing

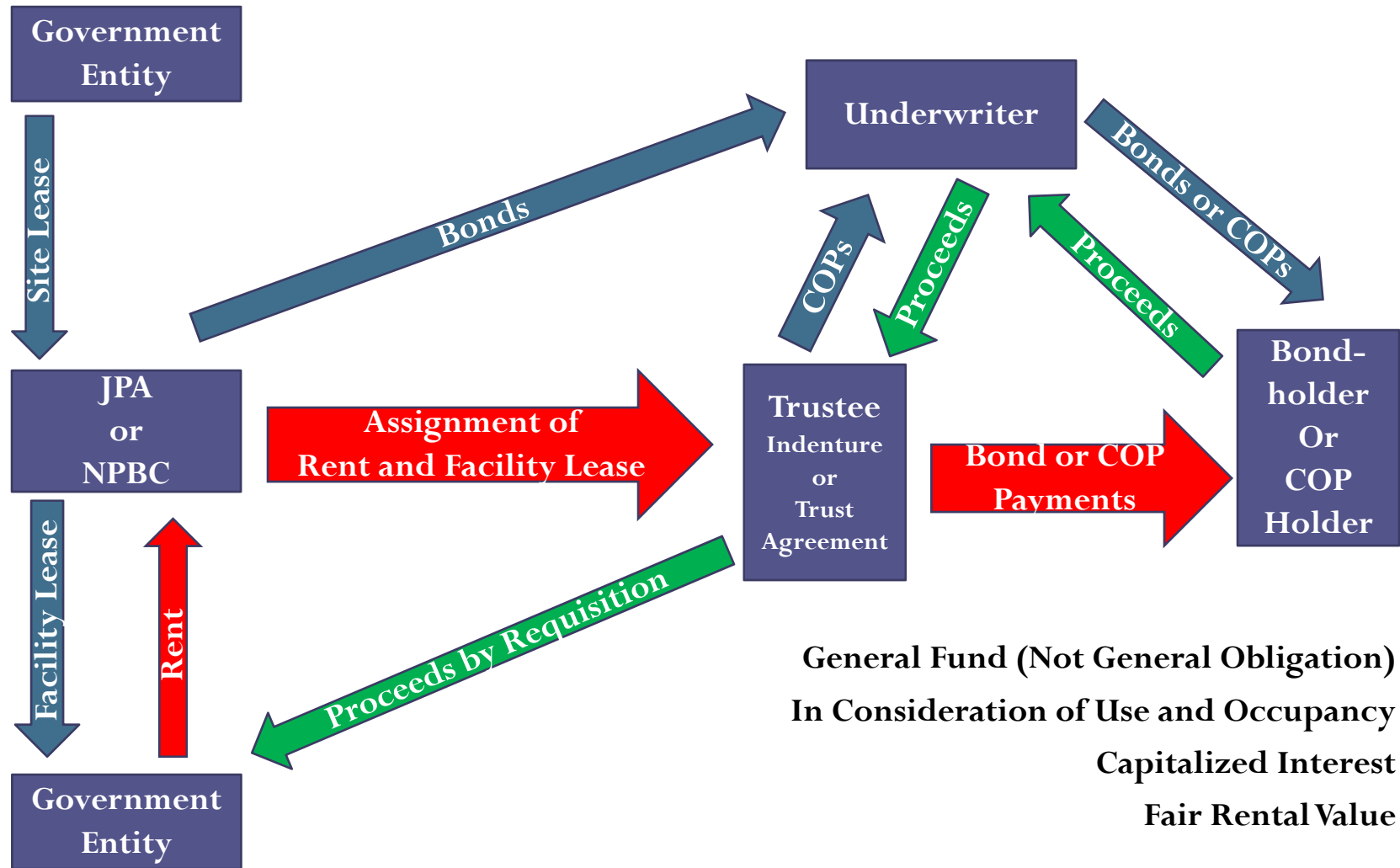
- Lease financing provides public agencies with the ability to finance capital improvements.
- Lease payments are annually appropriated, made from any lawfully available funds.
- Lease financing allows public agencies to avoid depleting reserves for large capital projects.
- Security
  - Asset (of equal or greater value to the financing amount) required to secure the lease/certificates of participation payments
    - The market typically prefers essential assets to secure the financing
    - County is expected to utilize capitalized interest to secure the financing
- Type of Structure is based on method of sale:
  - Certificates of Participation (“COPS”) - Public Offering

# Why Lease Structure

- County is Debt Limit Entity
  - County does not have the power to enter into a financial agreement that obligates it beyond the current fiscal year without 2/3rds approving vote of its electorate, unless it can satisfy one of the accepted and long standing exceptions to the debt limit.
  - The exception applicable to the County is known as the “lease exemption” to the constitutional debt limit.
- Lease / Lease-back
  - Application of the lease exemption is performed through the use of a non-profit financing authority.
  - The County and the non-profit financing authority enter into a lease / lease-back arrangement in which the County makes rental payments to the financing authority to lease-back the facility, consummating the lease exemption for the County.
  - The lease / lease-back arrangement dissolves upon the final maturity of the financing. The County maintains ownership of the facility throughout the entire process.



# LEASE FINANCING STRUCTURES





# Financing Scenarios

## South County Facilities

# South County Facilities Financing Public Offering New Construction

	35-Year Financing	35-Year Financing
Project Fund	24,900,000	20,500,000
Cost of Issuance (1)	621,212	547,635
Capitalized Interest	2,298,591	1,895,589
Reserve Fund	Surety	Surety
Original Issue (Premium)	(2,919,802)	(2,408,223)
Par Amount	24,900,000	20,535,000
Arbitrage Yield (2)	3.27%	3.28%
All-In TIC	4.05%	4.06%
<b>AVERAGE ANNUAL DEBT SERVICE</b>	<b>1,502,940</b>	<b>1,239,259</b>
<b>TOTAL DEBT SERVICE</b>	<b>51,320,169</b>	<b>42,316,582</b>

(1) Includes: bond counsel, disclosure counsel, credit rating, title, counter-party, trustee, bond insurance, surety, underwriter's discount, and printing/miscellaneous/rounding.

(2) Based on financing analysis from June of 2017. Interest rates are preliminary and subject to change with market conditions.



# Market and Timing

# Bond Market Rates June 29, 2016 – June 29, 2017

Prepared by Brandis Tallman LLC



Data Copyright © 2017 Thomson Reuters, Municipal Market Data - 800-367-8215

## 10-year Treasury Yields

June 29, 2017: 2.27%  
 52-week High: 2.61% - March 13, 2017  
 52-week Low: 1.37% - July 8, 2016

## 30-year Treasury Yields

June 29, 2017: 2.82%  
 52-week High: 3.19% - March 13, 2017  
 52-week Low: 2.11% - July 8, 2016

## 10-year MMD Yields

June 29, 2017: 1.99%  
 52-week High: 2.58% - December 1, 2016  
 52-week Low: 1.29% - July 6, 2016

## 30-year MMD Yields

June 29, 2017: 2.79%  
 52-week High: 3.35% - December 1, 2016  
 52-week Low: 1.93% - July 6, 2016

# Recent FOMC Meetings

- **February 1, 2017:** The FOMC announced no change in rates, nor will they pare back their balance sheet until rate normalization is more certain. The 10-yr Treasury yield added 2 bps, closing at 2.47%.
- **March 15, 2017:** The FOMC announced a quarter-point rate hike, but the Fed Chair surprised the market with her projection for 3 more rate hikes through 2018, a much more gradual pace than was expected. This was a huge relief to the Treasury market. Yields dropped by 9 bps on the 10-year to 2.50%.
- **May 3, 2017:** The FOMC left rates unchanged and offered no surprises in their commentary. 10-yr Treasury yield rose 2 bps to 2.31%.
- **June 14, 2017:** As expected the FOMC raised interest rates by 25 basis points, to 1.00% - 1.25%. They spelled out their plan to slowly reduce their bond portfolio by tapering the amount of maturing proceeds that are reinvested in longer-term Treasuries and mortgage bonds. The reinvestments have helped to hold down long-term interest rates. At the close, Treasury yields fell 7 basis points on the 10-year, to 2.14%.

# Next Steps

- Select optimal financing option
- Form financing team
- Develop financing timeline
- Financial consultants begin due diligence and prepare offering documents
- Finance team presents documents to Board of Supervisors for approval
- Sell bonds
- Close and fund transaction

# Sample Financing Timeline

Timing	Action	Responsible Party
Week One	Kick-off conference call with financing team	All
	Distribute interested parties list and financing schedule	Underwriter
Week Three	1 <sup>st</sup> draft of preliminary official statement and legal documents distributed	Bond Counsel & Disclosure Counsel
Week Four	Comments due on preliminary official statement & legal documents	ALL
	Agenda deadline for Board meeting	Underwriter & County
Week Five	Board meeting to approve transaction and related documents	Underwriter & County
Week Six	Rating presentation review and conference call	Underwriter & County
Week Seven	Receive rating and bond insurance quote	Underwriter & County
Week Eight	Distribute preliminary official statement to investors	Underwriter
Week Ten	Price bonds / Finalize numbers	Underwriter
Week Twelve	Close transaction	Underwriter & Bond Counsel



# GLOSSARY OF DEBT RELATED TERMS

<b>Arbitrage</b>	The difference between the tax-exempt interest rate paid by the borrower and the rate at which proceeds of the issue are invested. Subject to specific regulations in the Internal Revenue Code.
<b>Basis Point</b>	An expression of interest equal to one-hundredth of a percent (0.01%).
<b>Bearer Bonds</b>	Bonds that do not identify the owner. Possession is considered to be ownership. Current federal law requires that all debt obligations with a maturity greater than one year be issued in registered form.
<b>Bond Indenture</b>	Legal document that spells out the specific terms and conditions under which bonds may be issued. Used when a trustee is involved and forms the basis of the trustee’s responsibilities to bondholders.
<b>Call or Call Provisions</b>	The conditions under which a debt obligation may be redeemed prior to its stated maturity.
<b>Certificate of Participation</b>	A security that represents a share of an issuer’s lease payment. When a municipality finances a public facility through a lease – purchase transaction, the interest in that government’s lease payment often is assigned to a third party that issues certificates of participation. The certificates represent a share of the lease payment to be received by the investor.
<b>Coupon Interest Rate</b>	The rate of interest paid on a specific bond. The coupon interest rate appears on the face of the bond or on the bond record maintained by the securities depository.
<b>Credit Enhancement</b>	A guarantee by a third party in a debt financing that strengthens the credit quality behind the obligation.
<b>Denomination</b>	The face value, or par amount, of a bond that is due at maturity.
<b>General Obligation (GO) Bonds</b>	Bonds that are secured by the issuer’s full-fath-and-credit pledge. Most GO bonds are backed by the issuer’s ability to level an ad valorem tax inn an amount sufficient to meet debt service requirements. Requires voter approval.
<b>Issue Structure</b>	The repayment schedule for a bond or other obligation that is set out in the legal documents at the time of issue.
<b>Lease-Purchase Agreement</b>	An agreement interested into by two parties in which one provides a facility or equipment in exchange for a pledge from the other to make regular lease payments. Upon completion of the lease term, the lessee assumes ownership of the item. In California, the lease-purchase agreement provides that the lessee (County) will continue to make lease payments only as long as its governing body appropriates funds for that purpose.

<b>Legal Opinion</b>	An opinion concerning the legality of a municipal bond issue and usually address the legal authority of the issuer to sell bonds, the issuer's compliance with all procedural requirements and the tax status of the bonds as an investment.
<b>Level Debt Service Maturity Schedule</b>	A debt repayment structure that is characterized by lower principal maturity amounts in the early years that gradually increase. When combined with interest payments, the result is a level debt service payment schedule.
<b>Level Principal Maturity Schedule</b>	A debt repayment structure that provides for equal principal payments in each year. When combined with interest requirements, this structure results in a debt service schedule that is higher in the early years.
<b>Maturity Amount</b>	The amount of an issue's principal, or par value, that is scheduled to be redeemed on a given date.
<b>Official Statement</b>	A disclosure document prepared in connection with a specific offering that provides detailed information concerning security provisions, maturity dates and amounts, optional redemption provisions, ratings, coupon rates and reoffering yields, and other relevant credit data.
<b>Par Value</b>	The face or maturity value of a security.
<b>Primary Market</b>	Used to describe the underwriting, sale or placement of securities at the time of original pricing.
<b>Secondary Market</b>	Used to describe the sale or trading of securities at market prices, not at the time of the original offer.
<b>Underwriter</b>	Used broadly to refer to the firm that purchases a securities offering from a governmental issuer.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: County Administrative Office**

**TIME REQUIRED** 1 hour (30 minute presentation; 30 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino, Garrett Higerd

**SUBJECT** South County Facility - Project Delivery Methods

**AGENDA DESCRIPTION:**

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

Presentation by Tony Dublino regarding the project delivery options for a South County Facility.

**RECOMMENDED ACTION:**

1. Direct staff to develop Request for Qualifications to prequalify design-build contractors of a south county facility on the McFlex parcel. Only one prequalified contractor would ultimately be selected as the design-build contractor, following a formal Request for Proposals process, if the Board elects to move forward with the facility. 2. Authorize staff to engage architect to prepare 'performance criteria' to be used in a future formal Request for Proposals.

**FISCAL IMPACT:**

Anticipated costs of \$60,000 for architectural services to develop performance criteria that would complete a subsequent design-build request for proposals.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Draft RFQ</a>

**History**

Time

Who

Approval

7/6/2017 4:27 PM	County Administrative Office	Yes
7/6/2017 5:25 PM	County Counsel	Yes
7/6/2017 5:47 PM	Finance	Yes



# COUNTY OF MONO

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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:** July 11, 2017  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO  
**Subject:** South County Facility – Project Delivery Options and Next Steps

## **Recommended Action(s):**

1. Direct staff to develop Request for Qualifications to prequalify design-build contractors of a south county facility on the McFlex parcel. Only one prequalified contractor would ultimately be selected as the design-build contractor, following a formal Request for Proposals process, if the Board elects to move forward with the facility.
2. Authorize staff to engage architect to prepare 'performance criteria' to be used in a future formal Request for Proposals.

**Fiscal Impact:** Anticipated costs of \$60,000 for architectural services to develop performance criteria that would complete a subsequent Design-Build Request for Proposals.

## **Discussion:**

At the May 18<sup>th</sup> Board Meeting, the Board directed staff to:

*“Direct staff to prepare information on project delivery and financing options including Certificates of Participation, Public Private Partnership and Design Build for a County Facility as part of a Mammoth Lakes Civic Center for discussion at next available Board meeting”*

(Finance Director Dutcher’s earlier presentation addressed financing options)

Staff research into project delivery methods included the Design-Build approach and the Public Private Partnership (P3). Traditional Design-Bid-Build was ruled out because of timing, and concern there was not enough time to follow that traditional procurement method. After analyzing these two different methods, staff recommends the Design-Build approach.

## **Public Private Partnership (P3)**

The P3 method was researched because it appeared that it could address some pressing concerns with the project—specifically, it could reduce the financial burden of ‘double-paying’ rent during construction, thereby reducing a potential drain on the

General Fund, as well as addressing construction and execution risk by placing it on the developer.

Upon further research into what kind of projects generally utilize P3s as well as the pros and cons of this delivery method, staff believe it is not a suitable procurement method for the South County facility project. This is mainly because the County does not have the issues that frequently bring municipalities to engage in P3 agreements, such as a lack of available financing (County has financing if it needs it), and significant benefits of having a contractor perform long-term operations and maintenance of a complicated asset (the County plans on performing long-term O&M with internal staff).

It is true that P3 presents an opportunity to displace execution risk, as well as fostering creative design and construction methods, but both can be addressed with a Design-Build approach, albeit in different terms.

The issue of double-paying rent is not eliminated with a P3 approach. The County would face the same issue of double rent regardless of whether it utilized P3 or Design-Build. This is because the double-rent (creating a cost increase in the first few years of occupancy) is not related to the paying of mortgage prior to moving into the facility (debt service does not begin until after move-in), but from remaining in rented facilities following completion of a new building. Those cost increases could be reduced by moving out of all rented space upon completion, so the potential exists under either approach.

The P3 method would likely include aspects that would increase the cost, and related staff impacts. First and foremost, there is a certain cost associated with assembling and maintaining the agreement, that would likely involve financial advisors, technical advisors and legal counsel. Secondly, it is not the fastest way to deliver a project. P3 will take longer to assemble the P3 team, and to negotiate a sophisticated agreement.

In short, it does not appear that a straightforward office building project with available financing is a good candidate for the P3 method. This method could provide significant benefits for a different kind of project in Mono County's future, but for this project the Design-Build method is the best method to ensure the County can meet the timeframe goals, as well as the goal of providing a suitable facility at the lowest price possible.

### ***Design-Build***

A Design-Build approach is one where a single Design-Build Entity (DBE) is contracted to design a facility to the provided specifications and to build the facility. In this way, a team of architects and builders can work together to realize efficiencies.

Design-Build is the fastest way to deliver a project. Often, aspects of the building (earthwork and foundation) can be under construction while architects are continuing to refine floor plans and final finishes. It remains a relatively traditional approach where a property owner contracts for a specific service and over a short period of time, that service is delivered. When compared to a P3, it is far less complex, much shorter term, and because of the County's lack of familiarity with P3, less risky.

One of the negative aspects is that the County will have to invest in this project to develop detailed performance criteria that can be used in a formal Request for Proposals (RFP). Although DBEs can be short-listed with the initial Request for Qualifications (attached), a formal RFP will require much greater detail (performance criteria), that will ensure the DBE's are basing proposals on the same quality of construction. That investment, should the County decide against constructing a facility at this time, would be lost until/if such plans went forward.

### ***Next Steps***

Prior to pursuing financing, the County must first obtain a short-list of DBEs interested in this project. The attached RFQ is aimed at doing that. Simultaneous to that short-list RFQ being distributed and responded to, another RFQ will be distributed. This RFQ would contract for architecture and design services necessary to develop the performance criteria needed to complete the formal RFP (this is where the \$60,000 fiscal impact comes into play). Once the formal RFP is developed, the short-listed DBEs would have the opportunity to provide their own proposal, pursuant to the details in the RFP. At that time, the County would select a contractor and once executed, the financing could be pursued.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,



Tony Dublino  
Assistant CAO

**County of Mono**  
**Department of Public Works**

PO Box 457  
Bridgeport, CA 93517



**COUNTY OFFICE BUILDING**

**In Mammoth Lakes, CA**

**Request for  
Design-Build Entity Qualifications**

**DRAFT: July, 2017**



## **Table of Contents**

### **Introduction**

**Procurement Method**

### **Project Description**

**Purpose and Need**

**Location and Civic Center Concept**

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**Procedure for Final Selection**

### **Statements of Qualifications**

**Form and Content**

**Standard Template**

**Submittal Requirements and Deadlines**

### **Attachments**

**Attachment A – HMC Civic Center Report**

**Attachment B – Prequalification Questionnaire**

## **Introduction**

The County of Mono (Owner) is requesting Statements of Qualifications (SOQ) from interested and qualified Design-Build Entities (DBE) to provide design and construction services for the design and construction of a government office building in Mammoth Lakes, CA. The building is currently envisioned as a 53,500 square foot interagency office building with two wings—one 33,100 square foot wing housing the County and a 20,400 square foot wing housing the Town of Mammoth Lakes—connected by a central lobby. This RFQ is being distributed to seek DBEs who are interested in the entire project as envisioned, or only the County's wing. This is noted because Town and County would prefer to realize economies of scale by constructing this project at once, but timing issues and budget constraints may not allow it to occur simultaneously. In any event, the Town will go through its own separate contracting process and this RFQ does not assure any result in regards to the Town's wing.

## **Procurement Method**

The County is utilizing a Best Value Design-Build procurement process whereby the County will establish a stipulated sum for the Design-Build contract (currently estimated at \$21.3 million). The actual stipulated sum shall be defined in the RFP.

This Request for Qualifications (RFQ) is the first step in the anticipated Design-Build contract. Respondents to this RFQ will be ranked, and the top 3 candidates will be short-listed and provided the opportunity to respond to a subsequent Design-Build Request for Proposals (RFP).

During the response period and evaluation of SOQs, the County will develop detailed performance criteria in support of the RFP. The resulting RFP will be distributed to the 3 short-listed candidates, and the evaluation of the responses will be based on the County's determination of Best Value.

The County is not obligated to proceed with the RFP. The short-listed DBEs are not obligated to proceed with responding to the RFP if it determines the budget is not adequate, or for other business reasons.

Work products and electronic files of the DBE become the property of the County upon submission. In the event the County and DBE do not continue to formal contract, these documents will be used by the County in any manner including use as bridging documents for subsequent contracts.

## **Project Description**

The Mono County Office Building in Mammoth Lakes (Project) consists of the design and construction of an approximately 33,100 square foot wing of an envisioned 53,500 square feet office facility, with access, parking lot, and landscaping. The project is within a Civic Center complex in Mammoth Lakes, CA, on the south corner of the intersection of Hwy 203 and Sierra Park Road. The facility is intended to house numerous County Departments and will feature appropriate access, public entrances, counters and private offices with varied security and privacy requirements. The preferred move-in date is October 1, 2019.

## Purpose and Need

Mono County currently leases 2 separate office spaces within the Town of Mammoth Lakes to provide a variety of services. The cost of these leases and the unpredictability of those costs has caused the County to research the potential of constructing its own facility within the Town of Mammoth Lakes. The resulting analysis, based on cost estimates received, determined the preferred alternative was for the County to build instead of continuing to lease. The preferred move-in date of October 1, 2019 is based on the expiration of one of the County's two leases, when the County would prefer to relocate approximately 15,000 square feet of offices into the new facility instead of holding over at the existing site. The remaining square feet would be required by no later than October 1, 2020 with incentives provided for early completion.

## Location and Civic Center Concept

The Project represents one aspect of the development of a Civic Center parcel in Mammoth. At this time, the site includes a court facility owned by the Judicial Council of the Courts, a Mammoth Lakes Police Station, as well as parking areas for the adjacent hospital.

The Project has been envisioned as a larger "joint" facility between the County and the Town of Mammoth Lakes. This concept was explored in depth with conceptual building programs, site plans, floor plans, exterior renderings and costs estimates that were provided in May 2017. This final report is included as Attachment A to this RFQ.

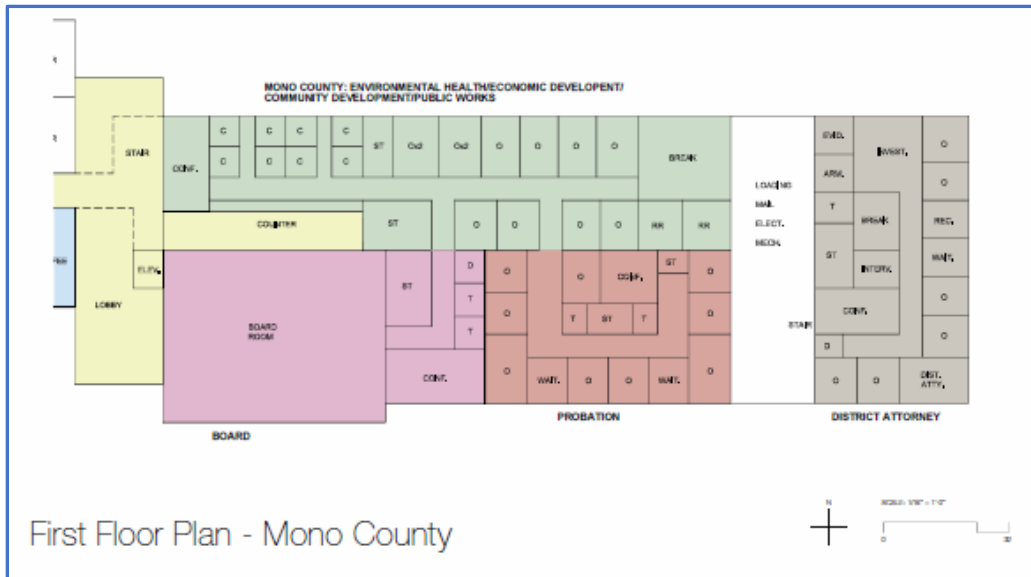


From Attachment A; Proposed Site Plan

JULY XX, 2017  
 MONO COUNTY OFFICE BUILDING RFQ



From **Attachment A**; Exterior Rendering of potential Joint Facility



First Floor Plan - Mono County

From **Attachment A**; First Floor Plan

JULY XX, 2017  
MONO COUNTY OFFICE BUILDING RFQ



From **Attachment A**; Second Floor Plan

Due to different scheduling needs, the County is pursuing development of its portion of the Civic Center prior to the Town of Mammoth Lakes. This RFQ addresses only the County's portion of the facility, although the Town of Mammoth Lakes may elect to build a facility simultaneous with the County, thereby enabling additional economy of scale, but there is the possibility that the Town will not construct simultaneously, and may not construct at all. In either case, any Town involvement would be controlled through separate contract process with the Town of Mammoth Lakes.

As shown in Attachment A, the project cost of this joint facility was estimated at \$34.5m. Dividing this according to respective square footage, the County's portion of that project cost, as addressed in this RFQ, would be approximately \$21.3m, or approximately \$640 per square foot.

## Scope of Work

The following is a brief overview of the services the Design-Builder will be required to perform:

1. Validate the space program for the Project.
2. Verify the schedule is appropriate for the Project and provide strategies to achieve incentives associated with October 1, 2019 completion.
3. Revise cost estimates per County performance criteria, review and confirm the initial budget and provide continuous cost management to assure the schematic and final design remains within the budgeted cost estimate. The costs estimate of \$21.3m should be considered a hard budget limit.
4. Confirm all other Project criteria are appropriate.

JULY XX, 2017  
MONO COUNTY OFFICE BUILDING RFQ

5. Develop the schematic design deliverables per County requirements and assist with presentation to the Board of Supervisors, and Town of Mammoth Lakes Design Review Committee.
6. Commit to a guaranteed maximum price at the end of schematic design.
7. Provide design phase services per County guidelines and as necessary to bid and construct the Project.
8. Provide construction planning, phasing, and scheduling during design and through construction completion.
9. Develop and maintain a Project schedule that incorporates all tasks and approvals of all involved parties necessary to complete the Project within the contract durations.
10. Provide preconstruction and construction quality assurance.
11. Incorporate Design-Assist and Design-Build trade contractors as appropriate.
12. Publicly advertise for trade subcontractors within Mono County, and extend Mono County's 5% local preference policy to any contractor located within Mono County.
13. Comply with requirements to achieve a minimum of three percent (3%) DVBE participation in this Project.
14. Develop Trade Contractor Bid Packages and receive bids in the most logical, competitive, and seamless manner.
15. This is a public works Project, requiring payment of prevailing wages and compliance with prevailing wage laws.
16. Manage and administer the Project construction phase to achieve construction completion within the contract time and budget and with high quality workmanship.

## **Selection Process**

### **Evaluation Committee**

The County Engineer will appoint a 4 person selection committee to review and score the SOQs. Ranking of SOQs. The highest scoring four firms above the minimum qualifying score (50% of total maximum points) with all required qualifications will continue in the selection process. Unsuccessful firms will be notified. The highest scoring four firms will be asked to participate in an interview to further discuss their qualifications for the project. Following those interviews, the final 4 candidates will be ranked and confirmed.

### **Ranking Process**

SOQs will be ranked in accordance with the point system shown in Attachment B.

### **Process Following Short-Listing**

The subsequent RFP will be distributed to those short-listed finalists, with a ranking criteria and scoring approach that may or may not be identical to the one employed in this RFQ. Pre-proposal meetings will

be held prior to the submittal deadline. The selection committee will score the proposals from the finalists and perform reference checks, and determine the highest scoring firm. The judgment of the selection committee is not subject to appeal. The highest scoring firm will then be recommended to the Board of Supervisors for contract approval.

If the Board does not award the Design Build contract, respondents will not be entitled to recover any monetary awards of any type whatsoever. The Board reserve the right to reject all responses to this, and any subsequent RFQ. The Board may terminate the Design-Builder's contract prior to completion and seek to complete the Project by other means or abandon the Project. There is no guarantee the design-build contract will be awarded.

## Statement of Qualifications

### Form and Content

**SOQ Format and Content.** SOQs must be concise, well organized, and demonstrate Firm's qualifications. SOQs shall be formatted as outlined below. SOQs shall be no longer than thirty (30) single-sided pages, 8.5" x 11" paper, inclusive of résumés, forms, and pictures, in 10 point font or larger. Page margins shall be no less than 1" average on all sides (e.g. 1.2" on bound side and 0.8" on opposite side is acceptable), not including headers and footers. The use of recycled paper and double-sided printing is encouraged.

- 1. Letter of Interest** – A dated Letter of Interest must be submitted including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the SOQ on of the Firm.

Letter must confirm that Respondent's SOQ submittal is in response to this RFQ and agrees to enter into schematic design and design-build contracts if selected, and all information in the SOQ is accurate under penalty of perjury.

The Letter of Interest should provide a brief statement of Firm's experience and indicate the unique background and qualities of Firm, its personnel, and its sub-consultants, and what will make Firm a good fit for work with the County.

- 2. Executive Summary** – The executive summary should contain an outline of Firm's construction management approach, along with a brief summary of Firm's qualifications.
- 3. Prequalification Questionnaire** – Firm shall complete and provide the County's Prequalification Questionnaire (**Attachment "B"**) and provide a comprehensive response for each prequalification criteria contained in the Questionnaire and organized as provided in the Questionnaire. Firms must complete the Questionnaire; no other prequalification documents will be accepted or satisfy the County's prequalification requirement.

4. **References** – Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than ten (10). The reference pages are excluded from 30-page requirement.
5. **Conflict of Interest** – If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with Firm providing the Services to the County.

#### **Submittal Deadlines and Additional Information**

Statement of Qualifications shall be submitted in a sealed envelope or sealed box and labeled “Statement of Qualifications for Design-Build Services for Mono County Office Building”. The label shall also include the Proposer’s name and address.

Statements of Qualifications shall be delivered no later than **5:00 p.m. Friday, August 4.**

Statements of Qualifications can be mailed to:

**Garrett Higerd, County Engineer**  
**Mono County Department of Public Works**  
**PO 457**  
**74 North School Street**  
**Bridgeport, CA 93517**

Statement of Qualifications must be made in strict accordance with the requirements of this RFQ.

Statement of Qualifications not submitted in accordance with the requirements outlined herein shall not be considered.

Statement of Qualifications received after the deadline will not be considered. Regardless of the method used for delivery, DBE’s shall be wholly responsible for the timely delivery of their SOQ’s.



05.10.2017

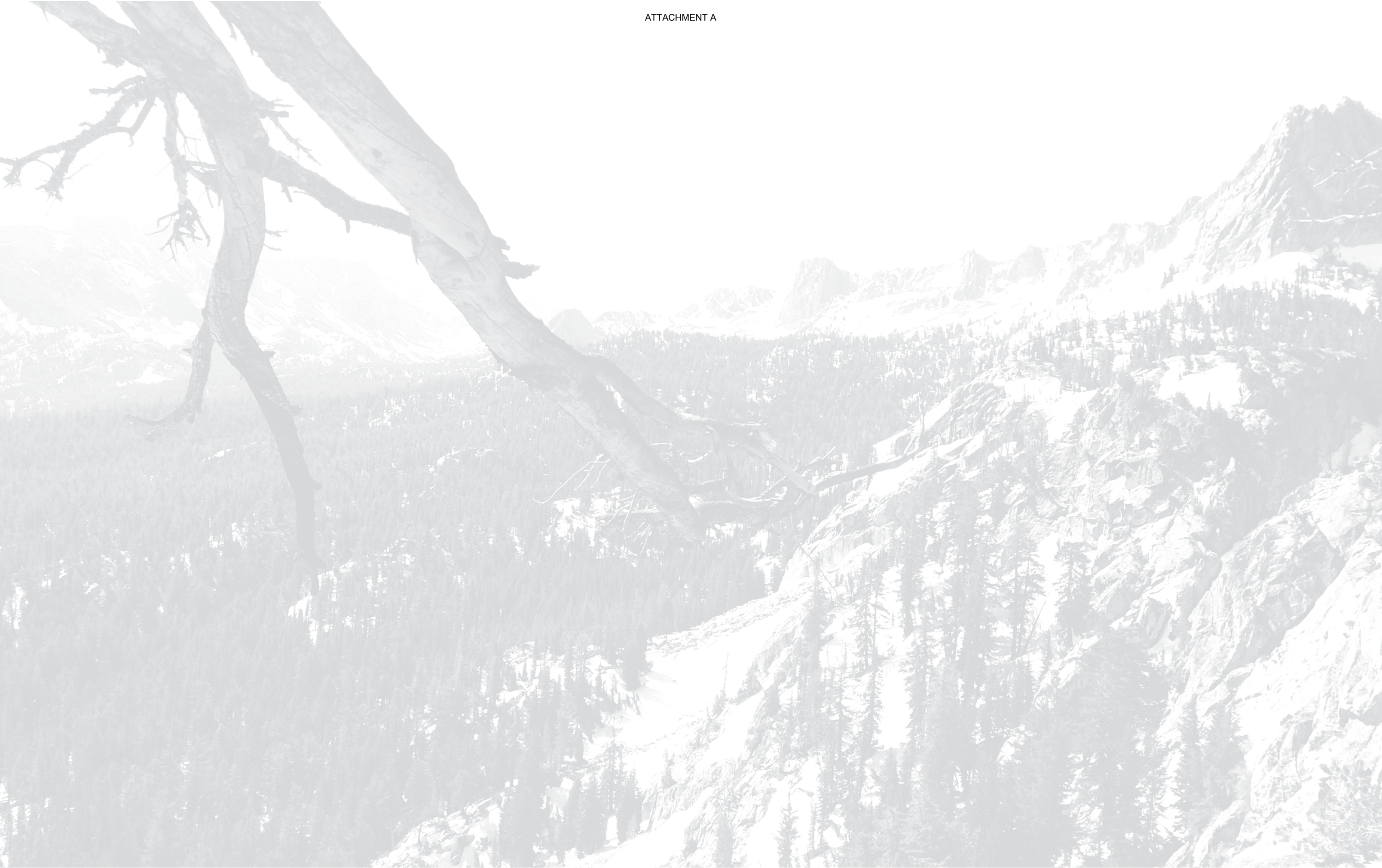
// Mono County & Town of Mammoth Lakes

# New Civic Center

Conceptual Design Study

HMC Architects







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2. Site Plan, Floor Plans, Exterior Building Renderings	11
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# Section One

/ **Mono County** Conceptual Building Program  
/ **Town of Mammoth Lakes** Conceptual  
Building Program

May 10, 2017

ATTACHMENT A

# CONCEPTUAL BUILDING PROGRAM FOR MONO COUNTY

SHARED SPACES FOR MONO COUNTY	Qty	SF	Area SF	Notes
RESTROOM 2 each floor	4	150	600	SOME OF THESE AREAS COULD BE SHARED WITH TOML IF COORDINATED BETWEEN TWO ENTITIES
MED CONF. ROOM Emergency Center, 2nd floor	1	400	400	
MED CONFERENCE ROOM 1st floor	1	354	354	PARKING FOR 15 VISITORS
COPY CENTER 2nd floor	1	300	300	
SINGLE RESTROOM (1) on each floor near larger restrooms	2	64	128	
BREAK ROOM/KITCHEN (1) on each floor	2	300	600	
SMALL CONF. RM 2nd floor	2	261	522	
PUBLIC COUNTER AREA with planning on 1st floor	1	600	600	
TRAINING ROOM/GROUP THERAPY Health Area, 2nd floor	1	1,000	1,000	
CONF ROOMS 1st floor	2	261	522	
LOBBY 1st floor	1	300	300	
MAIL ROOM 1st floor	1	250	250	
LOADING DOCK AND STORAGE	1	400	400	
MECHANICAL Each floor	2	350	700	
Shared Spaces Total			6,676	
<i>Circulation &amp; Grossing Factor 35%</i>			2,337	
<b>Subtotal</b>			<b>9,013</b>	

CAO AND BOS/ADMINISTRATION	Qty	SF	Area SF	Notes
CAO OFFICE/DIRECTOR	2	121	242	NEAR COUNTY COUNSEL AND BOS. COULD SHARE RECEPTION AREA WITH OTHER DEPARTMENT.
MANAGERS OFFICE	2	110	220	
WORKSTATION	3	64	192	PARKING FOR 4
CLERK OFFICE	0	121	0	
FINANCE OFFICE	1	110	110	
WAITING/RECEPTION	0	200	0	
STAFF OFFICE	2	121	242	
CAO and BOS ADMINISTRATION Total			1,006	
<i>Circulation &amp; Grossing Factor 35%</i>			352	
<b>Subtotal</b>			<b>1,358</b>	

INFORMATION AND TECHNOLOGY	Qty	SF	Area SF	Notes
DIRECTOR OFFICE	1	121	121	ALL CAN BE SHARED WITH TOWN OF MAMMOTH and near Counsel Board room
CUBICLES	6	64	384	
CONFERENCE ROOM	0	261	0	PARKING FOR 7
DATA CENTER (WITH BACKUP POWER)	1	250	250	
STORAGE AND SHIPPING	1	200	200	
Information and Technology Total			955	
<i>Circulation &amp; Grossing Factor 35%</i>			334	
<b>Subtotal</b>			<b>1,289</b>	

NOTE: SPACES SHARED WITH THE TOWN BUT NOT PART OF THE COUNTY PROGRAM			
BOARD ROOM/TRAINING			2,500
CAUCUS ROOM			350
STORAGE FOR BOARD ROOM			250
RESTROOMS FOR BOARD			128
PUBLIC ENTRY			
PUBLIC TOILETS			

COUNTY COUNSEL	Qty	SF	Area SF	Notes
ATTORNEYS' OFFICES	4	121	484	PARKING FOR 7
ADMINISTRATION	1	64	64	
RECEPTION	1	100	100	
STORAGE	1	150	150	
LAW LIBRARY	1	150	150	
FILE AREA	0	100	0	
County Counsel Total			948	
<i>Circulation &amp; Grossing Factor 35%</i>			332	
<b>Subtotal</b>			<b>1,280</b>	

OFFICE OF DISTRICT ATTORNEY	Qty	SF	Area SF	Notes
DISTRICT ATTORNEY	1	160	160	SECURE AREA SEPARATE FROM ALL OTHER AREAS.
ASSISTANT DISTRICT ATTORNEY	1	121	121	
DEPUTY DISTRICT ATTORNEY	2	121	242	PARKING FOR 10
CHIEF INVESTIGATOR	1	121	121	
INVESTIGATOR	1	121	121	
OPEN MEETING AREA in Investigation Area	1	64	64	
SHARED INVESTIGATORS CUBICALS	3	64	192	
VICTIM WITNESS ADVOCATE	1	121	121	
ADMIN. SPECIALIST CUBICLE / Reception	2	64	128	
INTERVIEW ROOM	1	121	121	
RECEPTION	0	80	0	
WAITING	1	120	120	
RESTROOMS/ w shower	1	100	100	
FILE/STORAGE	1	120	120	
EVIDENCE ROOM	1	100	100	
GUN/EQUIPMENT	1	100	100	
CONFERENCE ROOM	1	261	261	
BREAK ROOM	1	150	150	
Office of District Attorney Total			2,342	
<i>Circulation &amp; Grossing Factor 35%</i>			820	
<b>Subtotal</b>			<b>3,162</b>	

PROBATION	Qty	SF	Area SF	Notes
OFFICERS OFFICE	8	121	968	SEPARATE PUBLIC ACCESS
FUTURE OFFICE	1	121	121	
RESTROOM	2	64	128	PARKING FOR 17
LOBBY	1	120	120	
JUVENILE LOBBY	1	120	120	
3 HOLDING CELLS, BOOKING, PRIVATE ACCESS	0	400	0	
CONF RM	1	261	261	
WEAPONS ROOM	0	100	0	
WORKROOM/STORAGE	1	200	200	
Probation Total			1,918	
<i>Circulation &amp; Grossing Factor 10%</i>			671	
<b>Subtotal</b>			<b>2,589</b>	

PUBLIC WORKS	Qty	SF	Area SF	Notes
COUNTY ENGINEER OFFICE	1	121	121	CLOSE TO COMMUNITY DEVELOPMENT BUILDING, TOML PUBLIC WORKS
SENIOR ENGINEER OFFICE	1	121	121	
CUBICAL	1	64	64	
STORAGE/PLAN ROOM	0	200	0	PARKING FOR 5
COUNTER AREA	1	120	120	
Public Works Total			426	
<i>Circulation &amp; Grossing Factor 35%</i>			149	
<b>Subtotal</b>			<b>575</b>	



COMMUNITY DEVELOPMENT	Qty	SF	Area SF	Notes
BUILDING PERMIT TECHS	2	64	128	CLOSE TO PUBLIC WORKS, ECON DEV, TOWN COM DEV. CAN SHARE RECEPTIONIST
RECEPTIONIST	1	64	64	
PLANNER	3	110	330	PARKING FOR 8
PRINCIPAL PLANNER	1	110	110	
BUILDING INSPECTOR	1	110	110	
DIRECTOR	1	121	121	
ENFORCEMENT OFFICER	1	110	110	
PLAN ROOM/PLOTTER	0	150	0	
STORAGE AND LIBRARY	1	80	80	
COUNTER	0	120	0	
Community Development Total			1,053	
Circulation & Grossing Factor 35%			369	
<b>Subtotal</b>			<b>1,422</b>	

ECONOMIC DEVELOPMENT	Qty	SF	Area SF	Notes
DIRECTOR	1	121	121	NEW TOWN COMMUNITY DEVELOPMENT IF POSSIBLE
MANAGER	1	110	110	
ASSISTANT CUBICLE	2	64	128	PARKING FOR 4
STORAGE	1	120	120	
SMALL CUBICLES	0	48	0	
Economic Development Total			479	
Circulation & Grossing Factor 35%			168	
<b>Subtotal</b>			<b>647</b>	

PUBLIC HEALTH	Qty	SF	Area SF	Notes
DIRECTORS OFFICE	1	121	121	CO-LOCATED IN SOCIAL SERVICES AND BEHAVIORAL HEALTH
OFFICE HEALTH OFFICER	1	121	121	
NURSE OFFICES	4	121	484	PARKING FOR 24
CLINIC AREA	0	500	0	
RESTROOM	2	64	128	
TOBACCO OFFICE, 2 people with storage	1	160	160	
OFFICE, CCS near Nurses	1	121	121	
RECEPTION/CUBICLES	4	64	256	
WAITING	1	200	200	
OFFICE, two people emergency prep	1	160	160	
ENVIRONMENTAL HEALTH DIRECTOR OFFICE	1	121	121	
ENVIRONMENTAL STAFF	5	64	320	
OFFICES, WIC Dir and WIC Asst, near Waiting	2	121	242	
EXAM ROOM	1	110	110	
LAB/MED SUPPLIES	1	120	120	
RESTROOMS, one connected to Lab	2	64	128	
COPY SUPPLY ROOM	1	150	150	
STORAGE RECORDS,	2	120	240	
WIC STORAGE, weights and measures	1	120	120	
LACTATION ROOM, with sink	1	64	64	
Public Health Total			3,366	
Circulation & Grossing Factor 35%			1,178	
<b>Subtotal</b>			<b>4,544</b>	

BEHAVIORAL HEALTH	Qty	SF	Area SF	Notes
RECEPTION	1	64	64	NEAR OTHER HEALTH HUMAN SERVICES PARKING FOR 18
WAITING	1	150	150	
STAFF OFFICES	13	121	1,573	
WORKSTATION	0	64	0	
INTERVIEW ROOM	0	64	0	
CONFERENCE	0	261	0	
TELEPSYCHIATRY ROOM	1	110	110	
KIDS PLAY THERAPY	0	110	0	
STORAGE	1	120	120	
RESTROOMS, shared with Social Services				
Behavioral Health Total			2,017	
<i>Circulation &amp; Grossing Factor 35%</i>			706	
<b>Subtotal</b>			<b>2,723</b>	

SOCIAL SERVICES	Qty	SF	Area SF	Notes
RECEPTION	1	64	64	PARKING FOR 37 - 14 County cars and 23 staff
WAITING	1	150	150	
DIRECTOR OFFICE	1	121	121	
PROGRAM MANAGER OFFICES	2	121	242	
STAFF OFFICES	5	110	550	
SOCIAL WORKER	2	160	320	
SOCIAL WORKER SUPPORT STAFF	2	64	128	
WORK STATIONS/ELIGIBILITY WORKER	9	64	576	
FUTURE WORKSTATION	1	64	64	
INTERVIEW ROOM	3	120	360	
WORKFORCE SERVICES RESOURCE ROOM	1	150	150	
CPS/APS MEETING ROOM	1	121	121	
FOOD PANTRY	1	150	150	
STORAGE	3	120	360	
Social Services Total			3,356	
<i>Circulation &amp; Grossing Factor 35%</i>			1,175	
<b>Subtotal</b>			<b>4,531</b>	

<b>Building Subtotal</b>	<b>33,132</b>
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<b>Total Parking</b>	<b>156</b>
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<b>TOTAL AREA</b>	<b>33,132</b>
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# CONCEPTUAL BUILDING PROGRAM FOR TOWN OF MAMMOTH LAKES

SHARED AREA	Qty	SF	Area SF	Notes
STAFF RESTROOM	2	300	600	VISITOR PARKING FOR 15
SINGLE RESTROOM	1	80	80	
LARGE CONFERENCE ROOM	1	510	510	
CONFERENCE ROOM	3	261	783	
BREAK ROOM & BACK UP COT (WITH PATIO ACCESS AND KITCHENETTE)	1	650	650	
COT STORAGE ROOM		150		
WORK ROOM	1	450	450	
SUPPLY STORAGE	1	80	80	
PUBLIC COUNTER AREA WITH GOOD ACOUSTICS	1	500	500	
ENTRY LOBBY	1	250	250	
PUBLIC RESTROOMS	2	275	550	
EMPLOYEES MUD ROOM OFF PARKING	1	300	300	
CHANGING ROOM WITH SHOWER	2	80	160	
COFFEE SHOP	1	250	250	
DORM/BUNK ROOM (FOR UP TO 10)	0	0	0	
IT AREAS IN MONO CO. PROGRAM				
Shared Area Total			5,163	
<i>Circulation &amp; Grossing Factor 35%</i>			1,807	
<b>Subtotal</b>			<b>6,970</b>	

MAMMOTH LAKES TOURISM	Qty	SF	Area SF	Notes
DIRECTOR	1	160	160	PARKING FOR 10.  Q: DOES THIS AREA NEED TO BE A PART OF THE MAIN BLDG?
DIRECTOR OF MARKETING	1	121	121	
DIRECTOR OF INTERNATIONAL MARKETING	1	121	121	
DIRECTOR OF COMMUNICATION	1	121	121	
CHAMBER DIRECTOR	1	121	121	
OPEN WORK STATION	4	64	256	
FUTURE OFFICES	1	121	121	
STORAGE	1	120	120	
Mammoth Lakes Tourism Total			1,141	
<i>Circulation &amp; Grossing Factor 35%</i>			399	
<b>Subtotal</b>			<b>1,540</b>	

ADMINISTRATION	Qty	SF	Area SF	Notes
TOWN MANAGER OFFICE	1	250	250	PARKING FOR 8
ASSIST TO MANAGER	1	121	121	
CLERK WITH VAULT	1	140	140	
TOWN ATTORNEY	1	121	121	
PART TIME EMPLOYEES	1	150	150	
STORAGE	1	80	80	
Administration Total			862	
<i>Circulation &amp; Grossing Factor 35%</i>			302	
<b>Subtotal</b>			<b>1,164</b>	

MAMMOTH LAKES RECREATION	Qty	SF	Area SF	Notes
DIRECTORS OFFICE	1	160	160	PARKING FOR 3  Q: IS THIS DEPARTMENT GOING IN THE BLDG?
PROGRAM ADMINISTRATOR OFFICE	1	121	121	
CUBICLES	2	64	128	
STORAGE	1	80	80	
Mammoth Lakes Recreation Total			489	
<i>Circulation &amp; Grossing Factor 35%</i>			171	
<b>Subtotal</b>			<b>660</b>	

REVENUE TEAM	Qty	SF	Area SF	Notes
4 CUBICLE STATIONS (FILE STORAGE, CABINETS)	4	64	256	PARKING FOR 4
STORAGE	1	80	80	
Revenue Team Total			336	
<i>Circulation &amp; Grossing Factor 35%</i>			118	
<b>Subtotal</b>			<b>454</b>	

COUNCIL CHAMBER (SHARED WITH MONO CO.)	Qty	SF	Area SF	Notes
COUNCIL CHAMBER	1	2,500	2,500	
COUNCIL MEETING ROOM	1	350	350	
RESTROOM	2	64	128	
STORAGE ROOM	1	250	250	
DATA ROOM	1	60	60	
Council Chamber Total			3,288	
<i>Circulation &amp; Grossing Factor 10%</i>			329	
<b>Subtotal</b>			<b>3,617</b>	

HR/PAYROLL	Qty	SF	Area SF	Notes
HR MANAGER	1	160	160	PARKING FOR 2, NEAR PAY-ROLL/FINANCE.
BENEFITS PERSON	1	121	121	
CUBICAL AREA: FILES	1	80	80	
HR/Payroll Total			361	SENSITIVE WORK, SHOULD BE IN A SEPARATE AREA BUT NOT COMPLETELY ISOLATED
Circulation & Grossing Factor 35%			126	
<b>Subtotal</b>			<b>487</b>	

PARKS AND RECREATION and MAMMOTH LAKES HOUSING	Qty	SF	Area SF	Notes
DIRECTORS OFFICE (ADJACENT TO FRONT COUNTER)	1	160	160	PARKING FOR 7-15, SPACE FOR BUSES AND SUPPORT VEHICLES NEAR ENGINEERING.
PARKS MANAGER (OFF SITE)	0	0	0	
RECREATIONAL SUPERVISORS and Manager office	2	121	242	
EXTRA OFFICE (OFF SITE)	0	0	0	A LOT OF STAFF WORKS OFF-SITE AT OTHER FACILITIES
PARK MAINTENANCE (OFF SITE)	0	0	0	
COORDINATORS CUBICALS	2	64	128	
STORAGE CABINETS Off hallway	1	60	60	
HOUSING DIRECTOR	1	160	160	
HOUSING STAFF	1	64	64	
Parks and Recreation and Mammoth Lakes Housing Total			814	
Circulation & Grossing Factor 35%			285	
<b>Subtotal</b>			<b>1,099</b>	

ACCOUNTING	Qty	SF	Area SF	Notes
DIRECTOR OFFICE	1	160	160	PARKING FOR 3, CLOSE TO HR/PAYROLL
ACCOUNTING MANAGER	1	121	121	
WORK CUBICLES	2	64	128	NEED 15 LATERAL FILES, NEED AREA TO SECURE CASH
STORAGE	1	80	80	
Accounting Total			489	
Circulation & Grossing Factor 35%			171	
<b>Subtotal</b>			<b>660</b>	

COMMUNITY: ECONOMIC DEVELOPMENT and PLANNING	Qty	SF	Area SF	Notes
MANAGER OFFICE	1	160	160	PARKING FOR 11, CLOSE TO PUBLIC WORKS.
BUILDING OFFICIAL OFFICE	1	160	160	
ASSOCIATE PLANNING OFFICE	1	121	121	SOME WALLS FOR MAPS NEAR COUNTER.
PLAN CHECK ENGINEER OFFICE	1	121	121	
CODE COMPLIANCE OFFICE	1	121	121	
ASSISTANT PLANNER OFFICES	2	121	242	
PERMIT TECH CUBICLE	1	64	64	
STORAGE	2	80	160	
FUTURE: CUBICLES	3	64	192	
Community: Economic Development and Planning Total			1,341	
Circulation & Grossing Factor 35%			469	
<b>Subtotal</b>			<b>1,810</b>	

PUBLIC WORKS - ENGINEERING	Qty	SF	Area SF	Notes
DIRECTOR OFFICE	1	210	210	PARKING FOR 10, NEAR CODE ENFORCEMENT INSPECTION PLANNING
ENGINEER'S OFFICE	3	160	480	
OPEN OFF CUBICALS FOR INSPECTOR, COORDINATOR, INTERN	6	64	384	
FILES, STORAGE	3	80	240	
WORKROOM	1	121	121	
Public Works-Engineering Total			1,435	
Circulation & Grossing Factor 35%			502	
<b>Subtotal</b>			<b>1,937</b>	

<b>Building Subtotal</b>	<b>20,399</b>
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<b>Total Parking</b>	<b>81</b>
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<b>TOTAL AREA</b>	<b>20,399</b>
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# Section Two

/ Site Plan

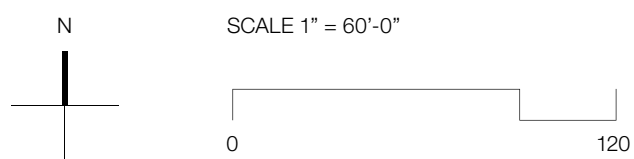
/ Floor Plans

/ Exterior Building Renderings

May 10, 2017

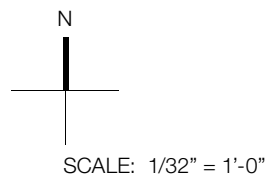
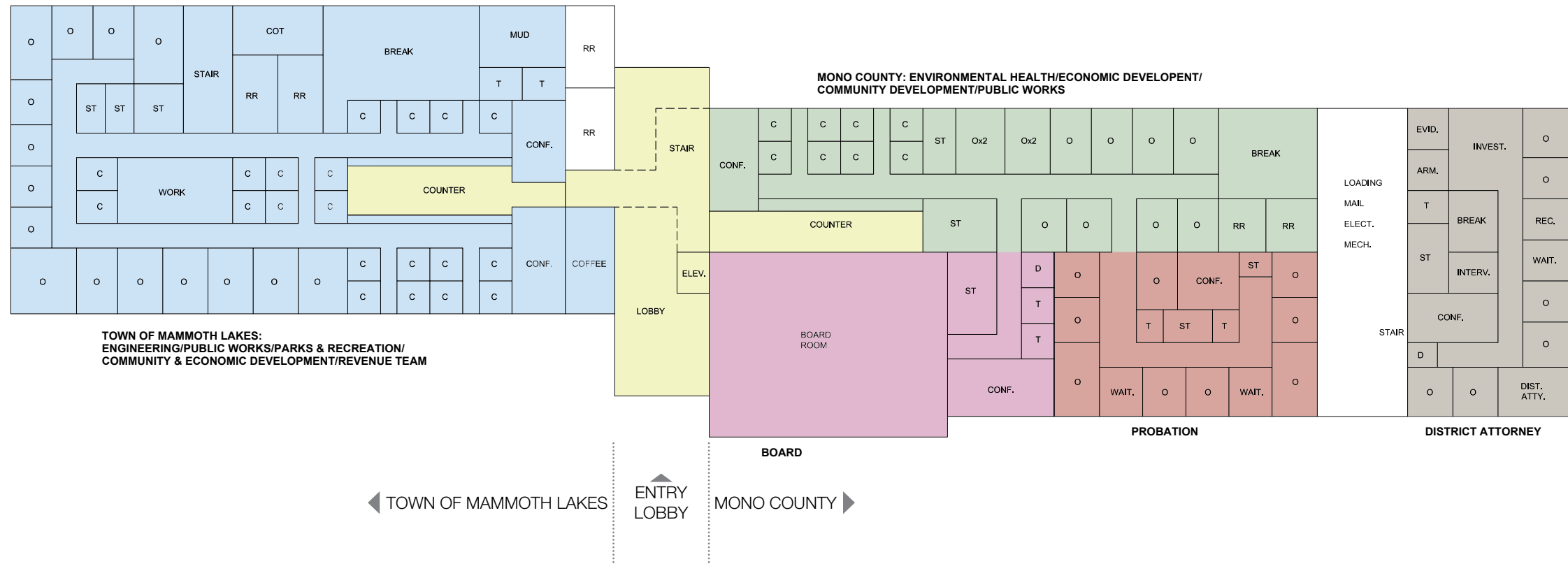
ATTACHMENT A

ATTACHMENT A



Site Plan

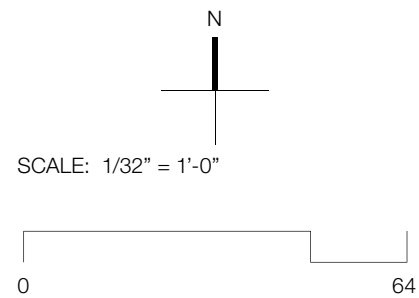
HMC Architects



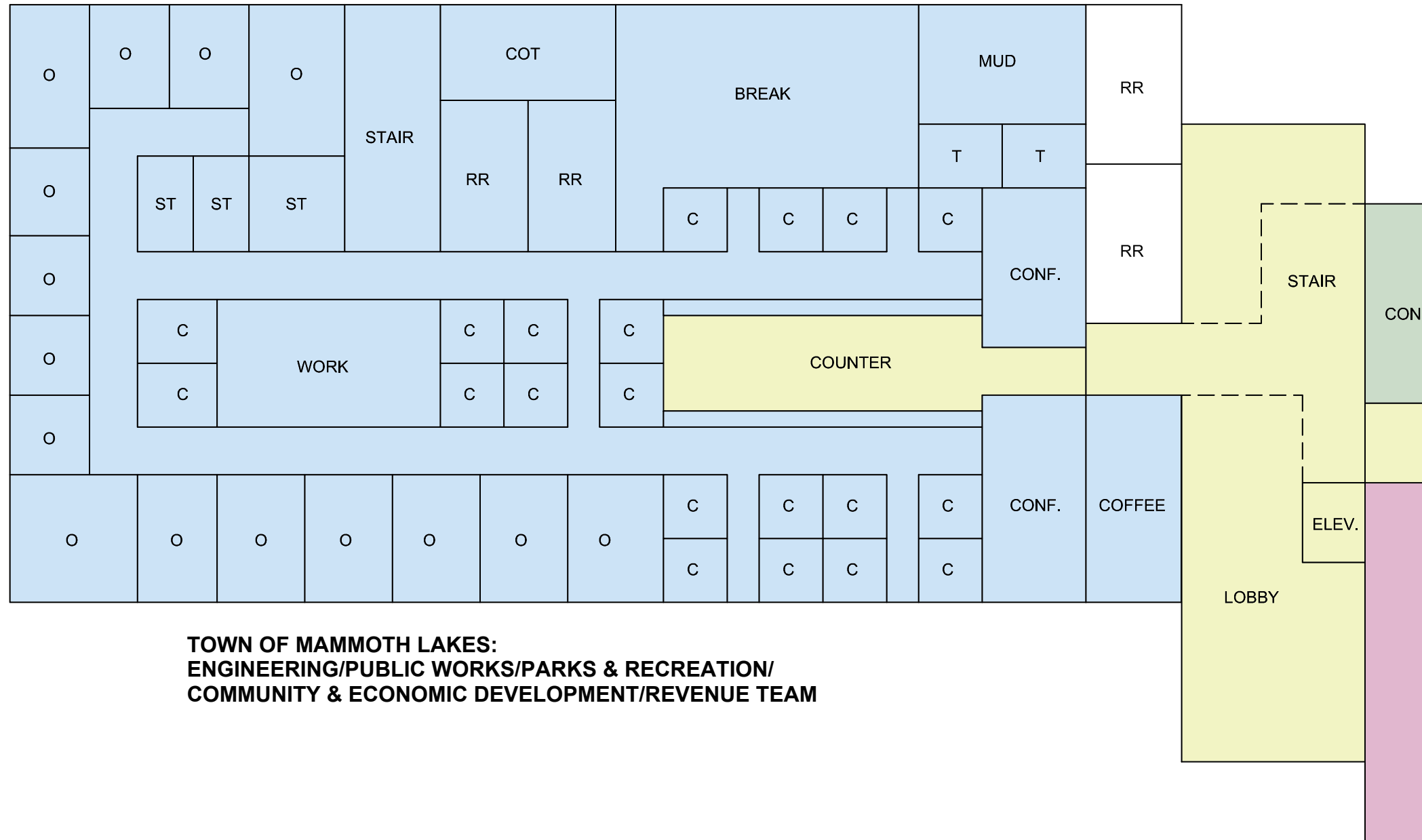
# First Floor Plan - Overall

New Civic Center  
Mono County & Town of Mammoth Lakes

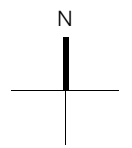




# Second Floor Plan - Overall



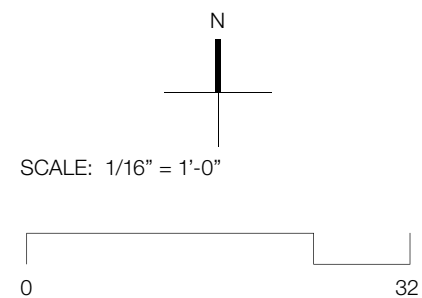
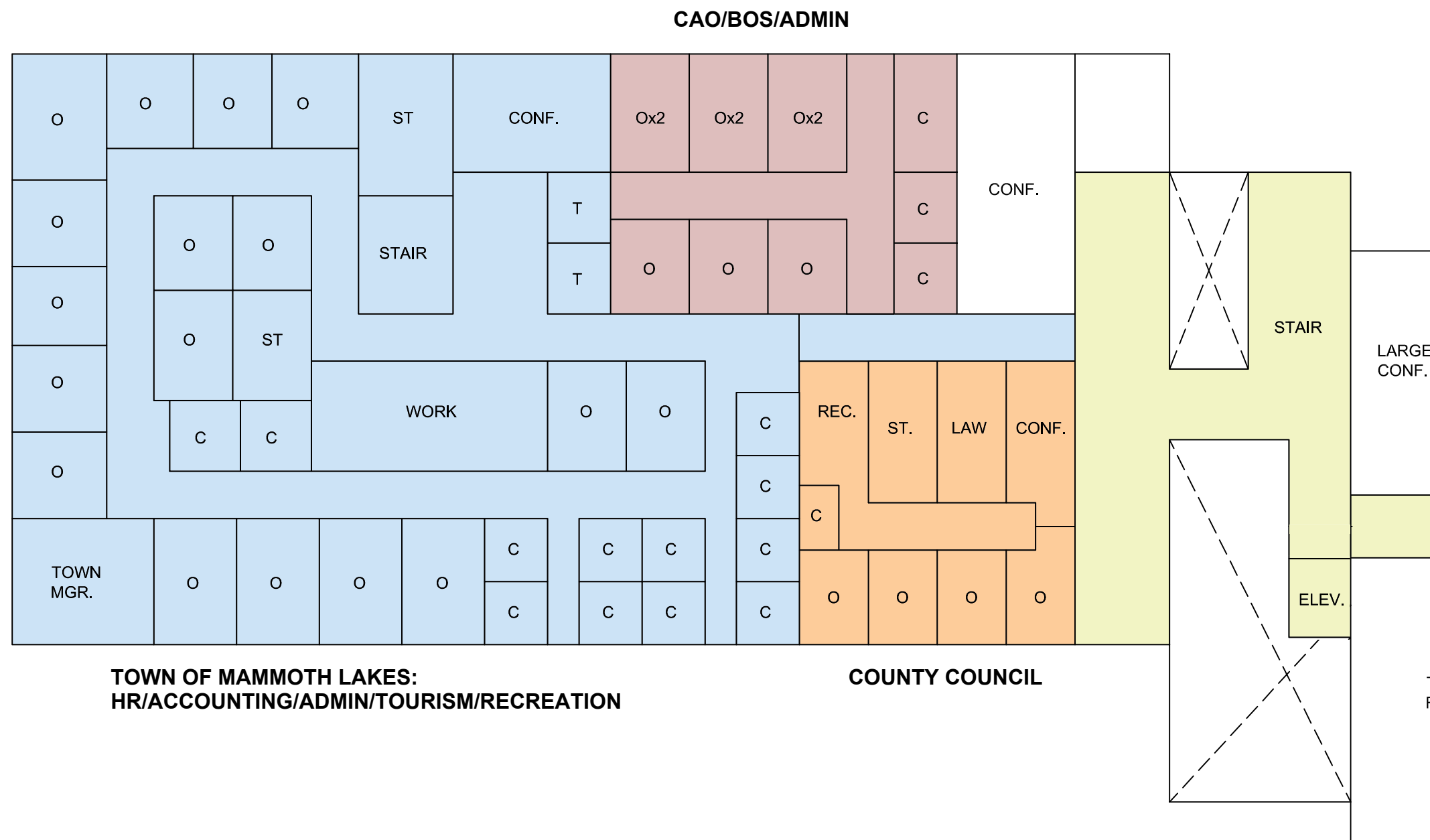
**TOWN OF MAMMOTH LAKES:  
ENGINEERING/PUBLIC WORKS/PARKS & RECREATION/  
COMMUNITY & ECONOMIC DEVELOPMENT/REVENUE TEAM**



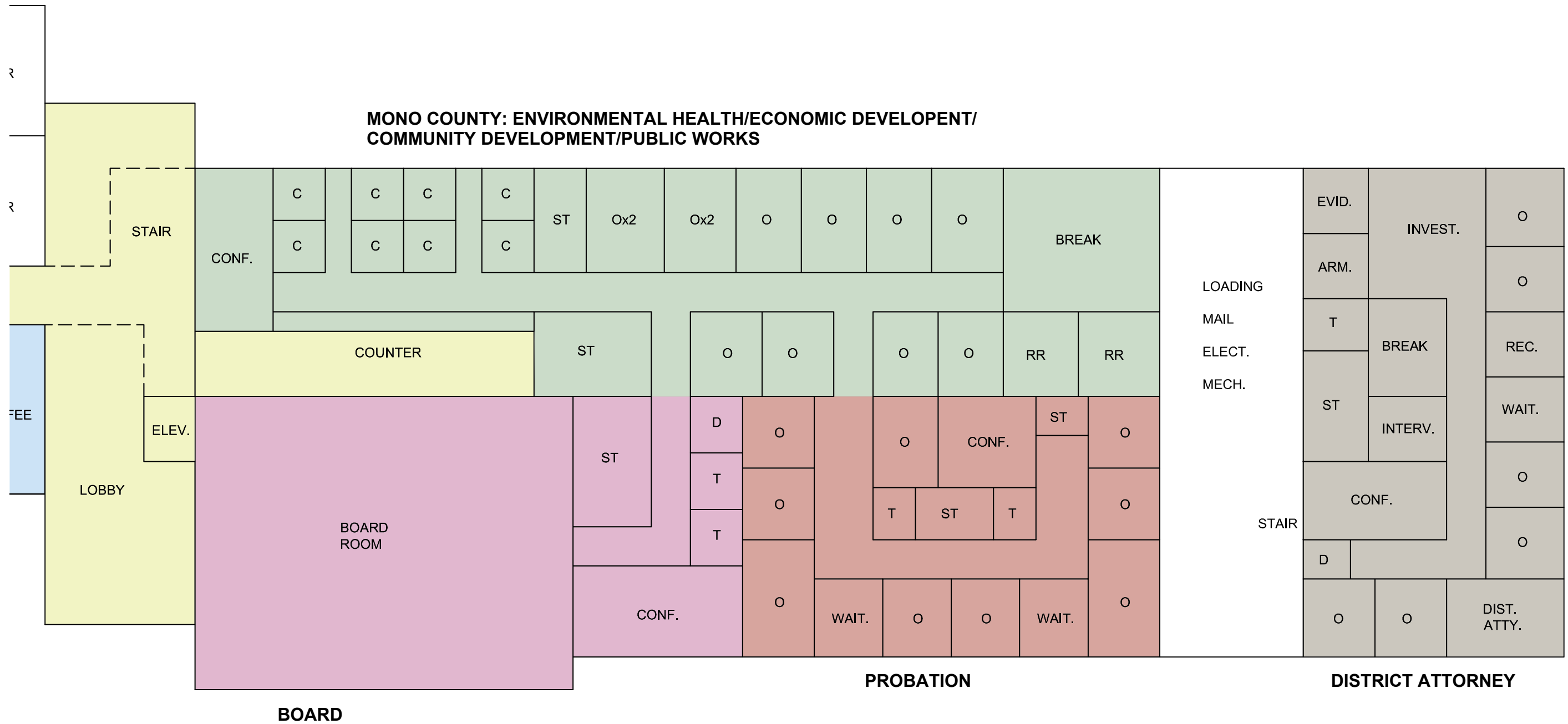
SCALE: 1/16" = 1'-0"



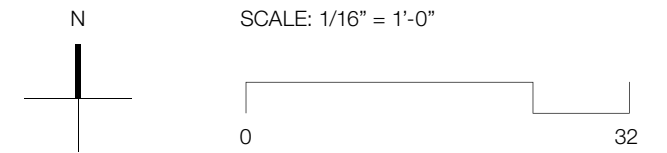
# First Floor Plan - Town of Mammoth Lakes

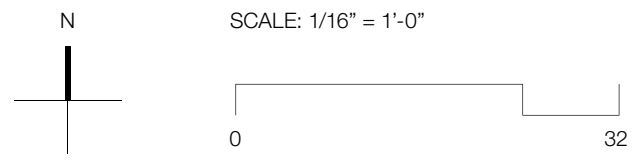
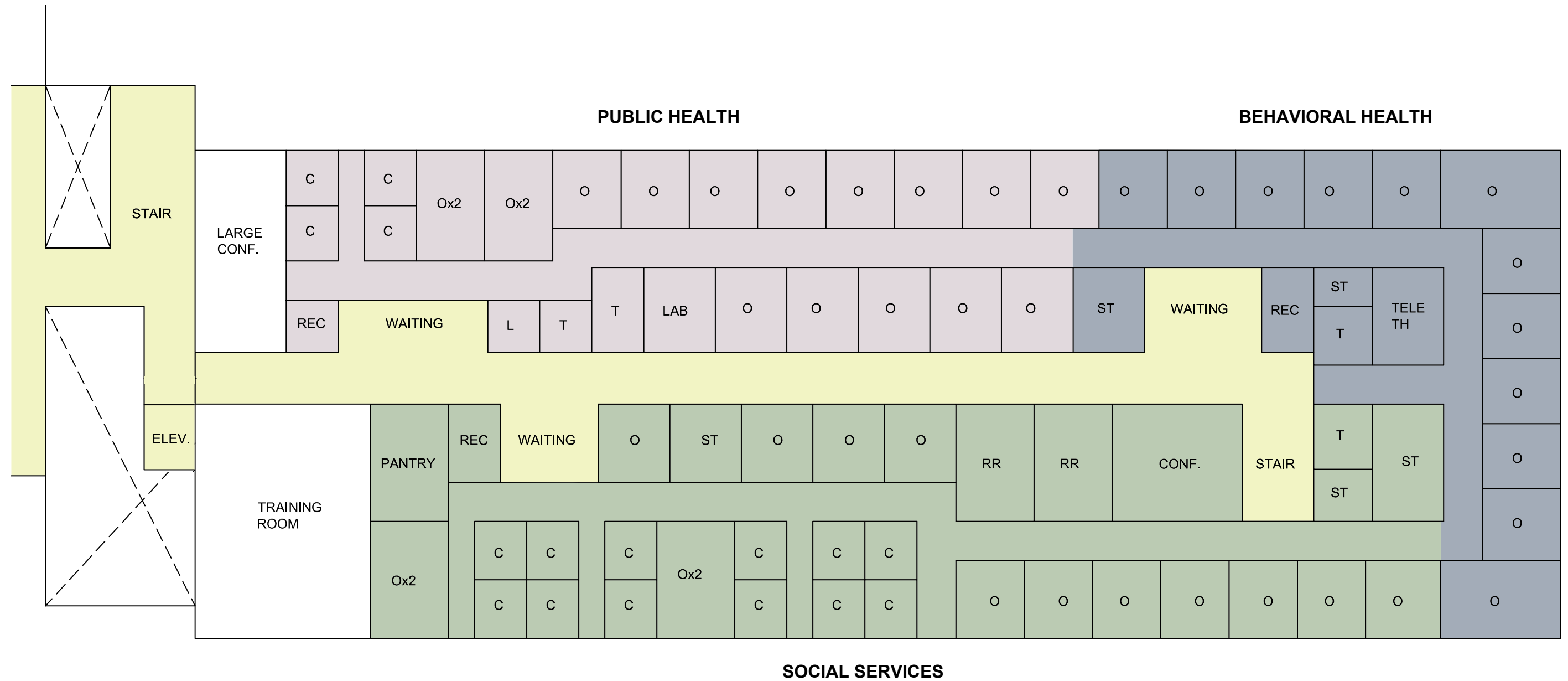


# Second Floor Plan - Town of Mammoth Lakes



# First Floor Plan - Mono County





# Second Floor Plan - Mono County



## Site Aerial - Public Entry (South)

New Civic Center  
Mono County & Town of Mammoth Lakes



Site Aerial - Private Entry (North)



## Street View - Sierra Park Road & Tavern Road

New Civic Center  
Mono County & Town of Mammoth Lakes





Street View - Main Street & Thompson Way



# Public Entry

New Civic Center  
Mono County & Town of Mammoth Lakes

# Section Three

/ Cost Estimate

May 10, 2017

ATTACHMENT A



**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

Marcene Taylor Inc.  
Boise, Idaho  
Oakland, California  
(510) 735-6768  
www.mticost.com

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

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Executive Summary	
<b>Basis of Estimate</b>	
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Inclusions	1
Exclusions	1
Risk Register	2
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Assumption of Market Conditions	2
<b>Overall Areas and Summaries</b>	
Overall Summary	4
<b>Building Areas, Summaries, and Detail</b>	
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**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

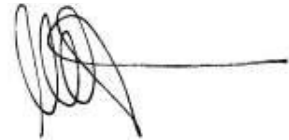
*Executive Summary*

The following estimate was prepared using conceptual design and program information provided by HMC Architects. The estimate is divided into four sections - a description of the basis of the estimate, overall summary, building and sitework areas, summaries, and component budgets, and alternates.

The total base construction cost in this estimate is \$25,735,603 with a total project cost of \$38,216,406. Costs can be allocated 68% to the County and 32% to the Town based on program areas. Alternates are detailed at the end of the report.

Please feel free to contact me should you require additional information.

Sincerely,



Marcene N. Taylor, CPE  
mtaylor@mticost.com  
(510) 735-6768



**Basis of Estimate**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

**Conceptual Cost Plan**

County Building and Town Hall  
 Mono County and Town of Mammoth Lakes  
 Mammoth Lakes, California

May 10, 2017  
 MTI Job No. 17-0352

*Basis of Estimate*

**Project Description**

Options for a new County Government Building and Town Hall in Mammoth Lakes, California.

**Conditions of Construction**

The construction start date varies by Option.  
 The total construction period varies by Option.  
 The general contract will be competitively bid by at least four qualified general contractors and main subcontractors.  
 The contractor will be required to pay prevailing wages.  
 There will not be small business set aside requirements.  
 The general contractor will have access to the site at all hours.

**Inclusions**

New Construction including typical spread footings and slab on grade, two story wood-framed construction, exterior wall framing and finish, roof insulation and coverings, interior partition framing and doors, fittings, stairs, interior finishes, conveying, new MEP systems, equipment and furnishings, and associated sitework.

**Exclusions**

Cost escalation beyond the construction midpoint listed on the Summary Sheet.  
 Land and easement acquisition costs including real estate fees, CEQA mitigation, and entitlement costs.  
 Utility surveys.  
 Costs associated with special foundation systems and unsuitable soils conditions.  
 Environmental impact report preparation and mitigation.  
 Fees associated with LEED certification.  
 Builder's risk, project wrap-up, and other owner provided insurance programs.  
 Hazardous material abatement.  
 Off-site work except as specifically identified.  
 Premium or overtime pay.

**Conceptual Cost Plan**

County Building and Town Hall  
 Mono County and Town of Mammoth Lakes  
 Mammoth Lakes, California

May 10, 2017  
 MTI Job No. 17-0352

*Basis of Estimate*

**Risk Register**

This cost plan has been prepared using only early conceptual ideas of what may be in the project. Costs will change as the design is developed.

The construction market continues to be fairly volatile with fluxuating materials costs and lack of skilled labor. Prices for labor and materials may see increases beyond what is covered in the mark-up for cost escalation. In addition, the project location is in a smaller market and may not attract competitive bidding.

Since this is a preliminary estimate, there is not a design for structural systems and a geotechnical report is not available. There is a risk that standard spread footings will not be an adequate foundation system and costs could increase dramatically if special foundation

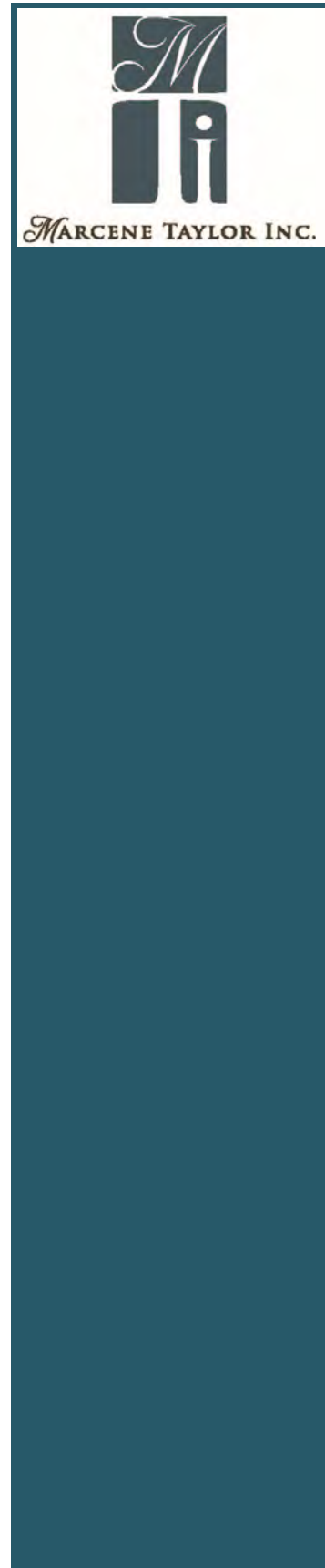
**Items Used in Preparing Cost Estimate**

Conceptual Building Program for Town of Mammoth Lakes New Town Hall prepared by HMC Architects dated March 21, 2017.  
 Conceptual Building Program for Mono County prepared by HMC Architects dated March 21, 2017.  
 Mammoth Civic Center drawings prepared by HMC Architects dated April 28, 2017.  
 Mono County Government Center Feasibility Study Final Report prepared by Collaborative Design Studio dated September 7, 2016.  
 Discussions with the project architects and engineers.

**Assumption of Market Conditions**

This estimate is an opinion of probable construction costs based on measurement and pricing of quantities available through provided information and reasonable assumptions for work not covered in the current drawings and specifications. Unit rates are based on historical data and/or discussions with contractors. The unit rates in this estimate reflect current bid costs in the area and include subcontractors' overhead and profit. MTI has no control over material or labor pricing and market conditions at the time of bid. Hence, MTI cannot guarantee that the bids or construction cost will not vary from this opinion of probable construction cost.

This estimate is based on the assumption that there will be competitive bidding for every portion of the work - a minimum of four bidders for all subcontract items and general contractor bids if applicable. If fewer bids are received, prices may be higher, while more bids received may result in more competitive pricing.



**Overall Areas and Summaries**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

*Overall Summary*

*Total \$*

**Civic Center Building and Sitework**

Construction Costs			25,735,603
Project Costs			8,717,799
<b>Total</b>			<b>34,453,402</b>

**COST ALTERNATES**

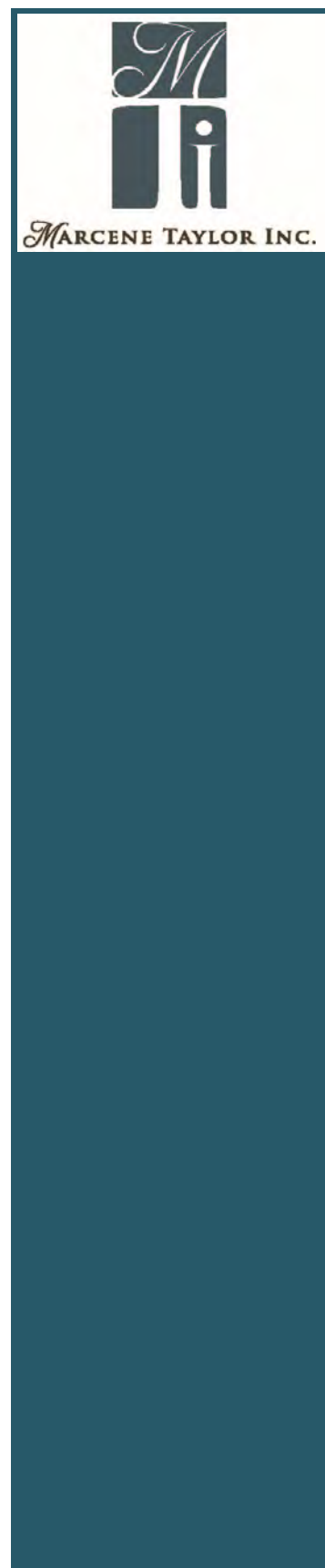
*Phased Construction*

<i>Construction Costs</i>			
Phase One County Building (Current)	18,500	363.35	6,721,985
50% of Site	78,444	20.19	1,583,666
Cost Escalation to Midpoint of Jan-19			654,070
<b>Total Phase One Construction Costs</b>	<b>18,500</b>	<b>484.31</b>	<b>8,959,721</b>
 <i>Construction Costs</i>			
Phase Two County/Town Building (Current)	38,441	363.35	13,967,558
50% of Site	78,444	20.19	1,583,666
Cost Escalation to Midpoint of Apr-20			2,099,415
<b>Total Phase One Construction Costs</b>	<b>38,441</b>	<b>459.16</b>	<b>17,650,639</b>

*Delayed Construction - One Phase*

<i>Construction Costs</i>			
Civic Center Building and Site (Current)	56,941	418.98	23,856,874
Cost Escalation to Midpoint of Apr-20			3,220,678
	<b>56,941</b>	<b>475.54</b>	<b>27,077,553</b>





**Civic Center Building and Sitework**

**Building Areas, Summary, and Detail**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017**

**MTI Job No. 17-0352**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

**Civic Center Building and Sitework**

*Areas and Control Quantities*

<b>Areas</b>	<b>Enclosed</b>	<b>Covered</b>	<b>Gross*</b>	
Second Floor	27,597	6,822	31,008	SF
Third Floor	25,933	0	25,933	SF
<b>Total Building Area</b>	<b>53,530</b>	<b>6,822</b>	<b>56,941</b>	<b>SF</b>

<b>Control Quantities</b>	<b>Quantity</b>	<b>Unit</b>	<b>Ratio to Gross</b>
Gross Floor Area	56,941	SF	1.000
Enclosed Area	53,530	SF	0.940
Covered Area	6,822	SF	0.120
Gross Exterior Wall Area	33,811	SF	0.594
Finished Wall Area	33,811	SF	0.594
Glazing Area	8,909	SF	0.156
Total Roof Area	48,414	SF	0.850
Sloped Roof Area	45,362	SF	0.797
Flat Roof Area	3,052	SF	0.054
Total Length of Interior Partitions	7,075	LF	0.124
Total Number of Elevators (x 1,000)	1	EA	0.018
Total Plumbing Fixtures (x 100)	120	EA	0.211
Total Site Area	156,888	SF	2.755
Finished Site Area	129,291	SF	2.271

\* Gross floor area is calculated as the full enclosed area plus one-half of the covered area.

**Conceptual Cost Plan**

**County Building and Town Hall** **May 10, 2017**  
**Mono County and Town of Mammoth Lakes** **MTI Job No. 17-0352**  
**Mammoth Lakes, California**

**Civic Center Building and Sitework**

<i>Project Cost Summary</i>		<i>\$</i>
Site and Building Acquisition		0
Financing Costs		0
Architecture and Engineering		
Programming and feasibility	0.0%	0
Full design services (SD through CA)	8.5%	2,507,382
Permit and Plan Check Fees		
Local building permit fees	0.5%	147,493
Local plan check fees	0.4%	117,994
Development fees		0
Specialty Consultants		
Surveys		0
Geotechnical report		0
Hazardous materials survey		0
Storm water management		0
Waterproofing		0
Acoustical		25,000
Data/telecom/security		35,000
Construction Costs		
Building construction per MTI estimate (Base)		29,498,608
Testing and Inspection		
Inspector of record		0
Testing and special inspections	1.0%	294,986
Project Management		
Staff program support		TBD
Construction management	0.0%	0
Preconstruction services		0
Document reproduction and reimbursables		35,000
Furnishings, Fixtures, and Equipment		
Furnishings - County to reuse existing		0
City furnishings - allow		500,000
Telecom, security, and audiovisual equipment - allow \$8.50/SF		455,005
Signage and wayfinding - allow \$0.75/SF		40,148
Final fitup		25,000
Relocation and Temporary Facilities		
Move manager		TBD
Moving and storage		TBD
Interim housing		0
Program Expenses		
OPPI insurance		0
Building commissioning		50,000
Legal services		35,000
Outreach, communications, and public relations		25,000
Art program		TBD
PLA administration		0
Training		TBD
Program Risk Costs		
Construction contingency	10.0%	2,949,861
Scope change contingency	5.0%	1,474,930
<b>Total Project Cost</b>		<b>38,216,406</b>

Note - County costs are 62% of Total 23,694,172  
 Note - Town costs are 38% of Total 14,522,234

**Conceptual Cost Plan**

**County Building and Town Hall** **May 10, 2017**  
**Mono County and Town of Mammoth Lakes** **MTI Job No. 17-0352**  
**Mammoth Lakes, California**

**Civic Center Building and Sitework**

<i>Component Summary</i>		<i>\$/SF</i>	<i>Total \$</i>
A10 Foundations		13.72	781,171
A20 Basement Construction		0.00	0
B10 Superstructure		39.67	2,258,844
B20 Enclosure		29.44	1,676,303
B30 Roofing		12.23	696,295
C10 Interior Construction		18.47	1,051,577
C20 Stairs		2.81	160,000
C30 Interior Finishes		18.80	1,070,600
D10 Conveying		2.55	145,000
D20 Plumbing		25.02	1,424,585
D30 HVAC		33.85	1,927,315
D40 Fire Protection		6.00	341,646
D50 Electrical		59.69	3,398,756
E10 Equipment		4.70	267,650
E20 Furnishings		8.46	481,580
F10 Special Construction		0.00	0
F20 Selective Building Demolition		0.00	0
G10 Site Preparation		7.44	423,881
G20 Site Improvement		18.87	1,074,644
G30 Site Mechanical Utilities		8.95	509,886
G40 Site Electrical Utilities		6.89	392,220
G90 Other Site Construction		0.00	0
<b>Direct Construction Cost</b>		<b>317.56</b>	<b>18,081,953</b>
Design Contingency	15.0%	47.63	2,712,293
Bonds and Insurance	2.5%	9.13	519,856
General Requirements	2.5%	9.36	532,853
General Conditions	4.0%	15.35	873,878
GC OH&P or CM Fee	5.0%	19.95	1,136,042
Cost Escalation to Midpoint of Construction <sup>1</sup>	7.9%	32.99	1,878,729
<b>Total Construction Cost</b>		<b>451.97</b>	<b>25,735,603</b>
Alternates			
Alternate No. 1 - Pv Panels			2,105,503
Alternate No. 2 - Radiant Heating & Cooling			1,657,501
<b>Total Construction Cost including Alternates</b>		<b>518.06</b>	<b>29,498,608</b>

<sup>1</sup> Cost escalation to midpoint of construction in January 2019 - 21 months at 4.5% per annum. Construction start April 2018 with 18 month duration.

**Conceptual Cost Plan**

County Building and Town Hall  
 Mono County and Town of Mammoth Lakes  
 Mammoth Lakes, California

May 10, 2017  
 MTI Job No. 17-0352

**Civic Center Building and Sitework**

Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
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**A10 Foundations 781,171**

Standard foundations					493,999
Concrete pad and continuous footings	56,941	SF	8.50	483,999	
Elevator pits	1	EA	10,000.00	10,000	
Slab on grade					287,172
Reinforced concrete slab on grade	27,597	SF	9.50	262,172	
Concrete curbs - allow	1	LS	25,000.00	25,000	

**A20 Basement Construction 0**

**B10 Superstructure 2,258,844**

Floor and roof construction					2,144,962
Wood wall, floor, and roof framing with sheathing	56,941	SF	30.00	1,708,230	
Steel support as required - allow 2#/SF	74	TN	4,500.00	333,000	
Concrete topping at second floor	25,933	SF	4.00	103,732	
Miscellaneous					113,882
Miscellaneous metals and rough carpentry - allow	56,941	SF	2.00	113,882	

**B20 Enclosure 1,676,303**

Exterior walls					877,628
Framing - included with B10 Superstructure	33,811	SF	0.00	0	
Insulation at exterior wall	24,902	SF	3.00	74,706	
Gypsum board sheathing to inside face of exterior wall	24,902	SF	3.50	87,157	
Applied exterior finishes - allow for fiber cement board, manufactured stone, and wood trim	24,902	SF	18.50	460,687	
Trim and fascia - allow	33,811	SF	2.50	84,528	
Soffit finish	6,822	SF	25.00	170,550	

**Conceptual Cost Plan**

County Building and Town Hall  
 Mono County and Town of Mammoth Lakes  
 Mammoth Lakes, California

May 10, 2017  
 MTI Job No. 17-0352

**Civic Center Building and Sitework**

Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
------------------	----------	------	------	-------------	----------

Exterior windows					668,175
Aluminum framed windows and storefronts, insulated, operable	8,909	SF	75.00	668,175	
Exterior doors					130,500
Glazed entry doors, double, automatic	8	PR	10,000.00	80,000	
Glazed entry doors, single	4	EA	3,500.00	14,000	
Hollow metal doors, frames, and hardware	10	LVS	1,650.00	16,500	
Specialty and panic hardware - allow	1	LS	20,000.00	20,000	

**B30 Roofing 696,295**

Roof coverings					696,295
Insulation and roofing, complete	48,414	SF	12.00	580,968	
Flashings and sheetmetal	48,414	SF	1.50	72,621	
Caulking and sealants	56,941	SF	0.75	42,706	

**C10 Interior Construction 1,051,577**

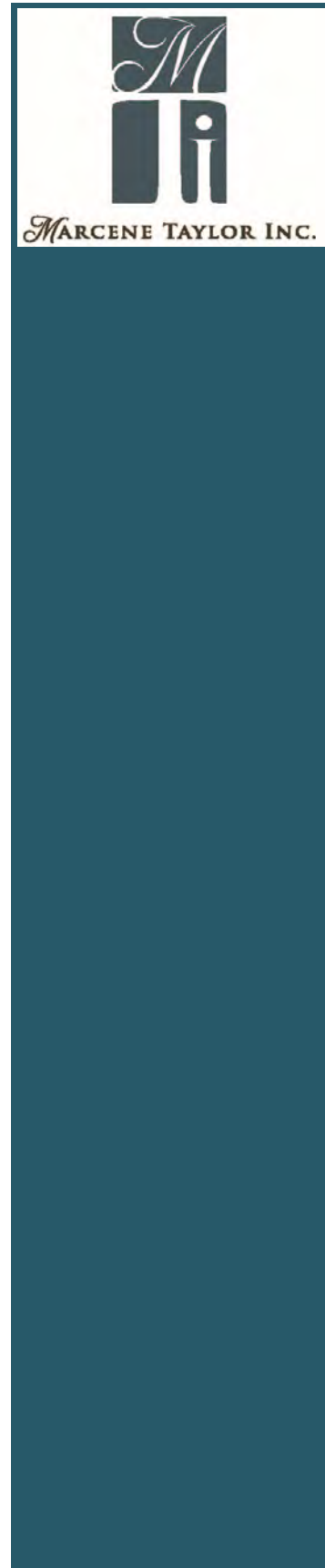
Interior partitions					681,442
Wood stud partition framing (included with B10 Superstructure)	53,184	SF	0.00	0	
Batt sound insulation in partitions	53,184	SF	1.00	53,184	
Gypsum board sheathing, taped and sanded	106,368	SF	3.50	372,288	
Interior glazing - allow	4,654	SF	55.00	255,970	
Interior doors					207,500
Allow	166	EA	1,250.00	207,500	
Fittings					162,635
Code required signage	56,941	SF	0.35	19,929	
Toilet partitions and accessories	1	LS	100,000.00	100,000	
Miscellaneous fittings including markerboards, lockers, and fire extinguisher cabinets	56,941	SF	0.75	42,706	

<b>Conceptual Cost Plan</b>					
<b>County Building and Town Hall</b>				<b>May 10, 2017</b>	
<b>Mono County and Town of Mammoth Lakes</b>				<b>MTI Job No. 17-0352</b>	
<b>Mammoth Lakes, California</b>					
<b>Civic Center Building and Sitework</b>					
<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<b>C20 Stairs</b>					<b>160,000</b>
Stair construction and finishes					160,000
Monument staircase flights, floor to floor	2	EA	50,000.00	100,000	
Staircase flights, floor to floor	2	EA	30,000.00	60,000	
<b>C30 Interior Finishes</b>					<b>1,070,600</b>
Wall finishes					133,825
Allow including paint, acoustic wall panels, and upgraded finishes at public areas	53,530	SF	2.50	133,825	
Floor finishes					455,005
Allow including carpet, resilient sheet flooring, tile, and upgraded finishes at public areas with associated bases	53,530	SF	8.50	455,005	
Ceiling finishes					481,770
Allow including acoustic ceiling tile and grid, acoustic treatments, suspended gypsum board ceilings, and associated soffit framing and finish	53,530	SF	9.00	481,770	
<b>D10 Conveying</b>					<b>145,000</b>
Elevators and lifts					145,000
Hydraulic elevator, 2 stop	1	EA	145,000.00	145,000	
<b>D20 Plumbing</b>					<b>1,424,585</b>
Plumbing systems within building					1,424,585
Plumbing fixtures	100	EA	3,000.00	300,000	
Domestic water distribution	56,941	SF	6.25	355,881	
Sanitary waste	56,941	SF	6.75	384,352	
Water treatment and storage	56,941	SF	2.25	128,117	
Gas distribution	56,941	SF	2.50	142,353	
Miscellaneous plumbing	56,941	SF	2.00	113,882	

<b>Conceptual Cost Plan</b>					
<b>County Building and Town Hall</b>				<b>May 10, 2017</b>	
<b>Mono County and Town of Mammoth Lakes</b>				<b>MTI Job No. 17-0352</b>	
<b>Mammoth Lakes, California</b>					
<b>Civic Center Building and Sitework</b>					
<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<b>D30 HVAC</b>					<b>1,927,315</b>
HVAC systems within building					1,927,315
Piping, insulation, valves and specialties	53,530	SF	4.00	214,120	
Air handling equipment	53,530	SF	5.50	294,415	
Air distribution and return	53,530	SF	16.50	883,245	
Unit ventilation	53,530	SF	3.50	187,355	
Diffusers, registers, and grilles	53,530	SF	3.50	187,355	
Controls and instrumentation	53,530	SF	2.50	133,825	
Testing and balancing	200	HR	135.00	27,000	
<b>D40 Fire Protection</b>					<b>341,646</b>
Sprinklers					341,646
Automatic sprinkler system with heat trace	56,941	SF	6.00	341,646	
<b>D50 Electrical</b>					<b>3,398,756</b>
Electrical systems within building					3,398,756
Electrical service and distribution	56,941	SF	12.00	683,292	
Emergency power for EOC	1	LS	25,000.00	25,000	
Machine and equipment power	56,941	SF	3.00	170,823	
User convenience power	56,941	SF	6.50	370,117	
Lighting and controls	56,941	SF	20.00	1,138,820	
Communications	56,941	SF	6.50	370,117	
Fire alarm	56,941	SF	5.00	284,705	
Security	56,941	SF	3.00	170,823	
A/V	56,941	SF	2.50	142,353	
Trade specialties	56,941	SF	0.75	42,706	
<b>E10 Equipment</b>					<b>267,650</b>
Institutional equipment					267,650
Allow including appliances and A/V equipment	53,530	SF	5.00	267,650	

<b>Conceptual Cost Plan</b>					
County Building and Town Hall				May 10, 2017	
Mono County and Town of Mammoth Lakes				MTI Job No. 17-0352	
Mammoth Lakes, California					
<b>Civic Center Building and Sitework</b>					
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
<b>E20 Furnishings</b>					<b>481,580</b>
Fixed furnishings					481,580
Window blinds and shades	8,909	SF	15.00	133,635	
Fixed casework	53,530	SF	6.50	347,945	
<b>F10 Special Construction</b>					<b>0</b>
<b>F20 Selective Building Demolition</b>					<b>0</b>
<b>G10 Site Preparation</b>					<b>423,881</b>
Site clearing					133,355
Clear and grub site area	156,888	SF	0.85	133,355	
Site earthwork					290,526
Grade site as required	156,888	SF	1.50	235,332	
Prepare building pad	27,597	SF	2.00	55,194	
<b>G20 Site Improvement</b>					<b>1,074,644</b>
Vehicular paving					483,816
Asphalt parking lots and driveways with curbs and gutters tied to existing	80,636	SF	6.00	483,816	
Pedestrian paving					180,470
Concrete plaza/entry paving	9,725	SF	12.00	116,700	
Concrete sidewalk paving	9,110	SF	7.00	63,770	
Site development					156,888
Allow for site signage and accessories	156,888	SF	1.00	156,888	
Landscaping					253,470
Soil preparation, shrubs and groundcover, trees, and irrigation	29,820	SF	8.50	253,470	

<b>Conceptual Cost Plan</b>					
County Building and Town Hall				May 10, 2017	
Mono County and Town of Mammoth Lakes				MTI Job No. 17-0352	
Mammoth Lakes, California					
<b>Civic Center Building and Sitework</b>					
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
<b>G30 Site Mechanical Utilities</b>					<b>509,886</b>
Site mechanical utilities					509,886
Domestic water supply	156,888	SF	0.35	54,911	
Fire water supply	156,888	SF	0.65	101,977	
Sanitary sewer	156,888	SF	0.50	78,444	
Storm drainage	156,888	SF	1.00	156,888	
Natural gas distribution	156,888	SF	0.75	117,666	
<b>G40 Site Electrical Utilities</b>					<b>392,220</b>
Site electrical utilities					392,220
Electrical distribution	156,888	SF	1.50	235,332	
Site lighting	156,888	SF	0.75	117,666	
Site communications and security	156,888	SF	0.25	39,222	
<b>G90 Other Site Construction</b>					<b>0</b>



**Alternates**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

**Conceptual Cost Plan**

**County Building and Town Hall  
Mono County and Town of Mammoth Lakes  
Mammoth Lakes, California**

**May 10, 2017  
MTI Job No. 17-0352**

**Alternates**

<i>Component Detail</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Subtotal \$</i>	<i>Total \$</i>
<b>Alternate No. 1 - Pv Panels</b>					<b>2,105,503</b>
Add to base bid					1,479,336
Increased structural requirements to support panels	16,056	SF	3.50	56,196	
Stand-off brackets for PV panels	16,056	SF	2.50	40,140	
Photovoltaic system, including inverter, combiner, filters, disconnect, breaker, etc.	300	KW	3,000.00	900,000	
Carport structures with PV panels	4,200	SF	115.00	483,000	
Mark-Ups					626,167
Design Contingency		15.0%		221,900	
Bonds and Insurance		2.5%		42,531	
General Requirements		2.5%		43,594	
General Conditions		4.0%		71,494	
GC OH&P or CM Fee		5.0%		92,943	
Cost Escalation to Midpoint of Construction		7.9%		153,704	
<b>Alternate No. 2 - Radiant Heating &amp; Cooling</b>					<b>1,657,501</b>
Deduct from base bid					(936,775)
Piping, insulation, valves and specialties	(53,530)	SF	4.00	(214,120)	
Air handling equipment	(53,530)	SF	2.50	(133,825)	
Air distribution and return	(53,530)	SF	5.00	(267,650)	
Diffusers, registers, and grilles	(53,530)	SF	3.50	(187,355)	
Controls and instrumentation	(53,530)	SF	2.50	(133,825)	
Add to base bid					2,101,343
Geothermal well - allow	1	LS	375,000.00	375,000	
Piping system and manifolds	53,530	SF	25.00	1,338,250	
Controls	53,530	SF	6.00	321,180	
Test and balance	53,530	SF	1.25	66,913	
Mark-Ups					492,933
Design Contingency		15.0%		174,685	
Bonds and Insurance		2.5%		33,481	
General Requirements		2.5%		34,318	
General Conditions		4.0%		56,282	
GC OH&P or CM Fee		5.0%		73,167	
Cost Escalation to Midpoint of Construction		7.9%		121,000	

# Section Four

/ Contractor Verification Letters

ATTACHMENT A  
MID-SIZED CONTRACTOR



3750 Long Beach Blvd., Suite 200  
Long Beach, CA 90807

May 10, 2017

Town of Mammoth Lakes and Mono County  
Attn: Town of Mammoth Lakes Council Members and Mono County Board of Supervisors  
437 Old Mammoth Rd., Suite R  
Mammoth Lakes, CA 93546

**RE: Letter of Support for the Construction of the Town of Mammoth Lakes and Mono County  
New Civic Center**

To whom this may concern:

I am writing to express my strong support for the New Civic Center building. As a community that is poised for growth, I recognize the need for a viable and sustainable civic center in the Town of Mammoth Lakes. It will have a meaningful, long lasting impact for the residents, visitors and the Town and County's growing staff.

Upon evaluating the preliminary program information provided by HMC Architects and prepared estimate by certified professional estimator consultant Marcene Taylor, and based upon our experience building in the area, we agree that their assessment of approximate building and development costs of the proposed project budget is achievable based on the current design and construction costs in the Mammoth Lakes region.

For the past 15 years, Howard CDM has had the opportunity to build over \$20 million worth of new construction in Mammoth Lakes. Most recently, we are currently under construction for the Town's New Police Headquarters and have provided preliminary cost estimates for the approved New Community Multi-Use Facilities. The new well-designed, up-to-date facilities are reflective of the economic vitality and are investments in keeping the Town of Mammoth Lakes and Mono County an attractive place for residents to live and visitors to enjoy.

Construction of the New Civic Center will also create jobs for local subcontractors and skilled craftsmen to work locally and put money back into the economy.

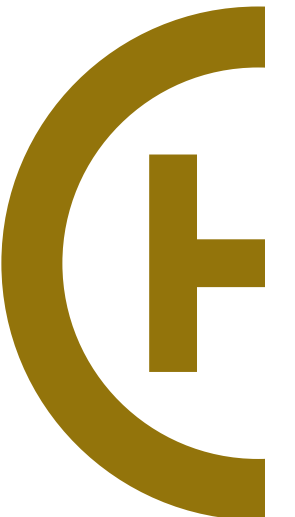
The Town of Mammoth Lakes stands at the crossroads of exciting growth opportunities. If I can assist in advancing this project, or in any other way facilitate its completion, please do not hesitate to contact me at (562) 304-1400.

Sincerely,

Martin D. Howard  
President/CEO

[howardcdm.com](http://howardcdm.com)

CONSTRUCTION | DEVELOPMENT | MANAGEMENT





## LARGE-SIZED CONTRACTOR

ATTACHMENT A

**From:** "Steve Pellegren" <[SPellegren@bernards.com](mailto:SPellegren@bernards.com)>  
**Date:** May 10, 2017 at 8:01:03 PM CDT  
**To:** Chris Taylor <[Chris.Taylor@hmcarchitects.com](mailto:Chris.Taylor@hmcarchitects.com)>  
**Subject:** Mammoth Town Hall and Civic Center

Dear Mr. Taylor:

We are writing to provide this third party review of the estimate prepared by Marcene Taylor, Inc. dated April 5, 2017 for the Mammoth Town Hall and Mono County Civic Center project. As a brief background, Bernards is one of the largest providers of construction and construction management services in Central California, having maintained offices and providing construction in excess of 100 million dollars per year for the past 14 years in the region. Of note, in addition to approximately 175 million dollars in construction underway in the region, Bernards just completed the 80 million dollar, full service hospital in Tehachapi as well as the 35 million dollar renovation of the Atascadero City Hall which affords Bernards a strong understanding of the public construction market in central California.

We would like to emphasize that the construction market in the more remote areas is very volatile in that the subcontractor base for large commercial and civic projects will draw from many different sub markets such as Bakersfield, Fresno, Sacramento, Los Angeles, San Jose and the Central Coast. Accordingly we recognize that pricing will be largely dependent on the activity in the sub markets. We would not expect to attract as many as four qualified subcontractors for each trade which will certainly drive pricing upwards when compared to the Fresno or Bakersfield markets. Conversely, if those markets suffer a slowdown, favorable pricing could be expected for a project of the size and nature proposed.

We are in agreement with the overall budgets prepared by MTI to be representative of Prevailing Wage, fair market pricing in central California and we are in general agreement with the projected escalation at 4.5% per annum. We do believe however and would recommend a factor be added to the estimate to represent the extreme remote location and the need to recruit larger, more institutionally oriented subcontractors for the project. We would also recommend a modest increase in the General Condition estimate to recognize the need to provide subsistence for project personnel.

In summary, based on our evaluation, we would recommend an increase of 15% -18% to reflect the lack of local subcontractors who are familiar with this type of work and who are able to comply with prevailing wage requirements. In comparing the detail for each trade, we would estimate a few trades higher and some lower but in general are in agreement with the total construction estimate. This is based on a continued, active construction market in central California and escalations in the 4-5% range per year.

The stated contingencies for Design and construction are fairly robust and could be used to help offset the recommended increases. At this stage, we would typically include a 10% estimate contingency and 10% design contingency compared to the 15% included for each. If this were acceptable, the contingency reduction would offset most of the suggested increase, leaving perhaps a suggestion to increase the budget 5-8%. We would not disagree with this and again would confirm a 10% design and 10% estimate contingency as very reasonable and responsible for this project.

Please feel free to call or email with any questions.

Sincerely,

Steve Pellegren, DBIA  
 Executive Vice President  
 Bernards

Los Angeles – Fresno – San Luis Obispo – Ontario- Irvine



### Prequalification Questionnaire

<b>Required Information:</b>	<b>Points</b>
1. SOQ Letter of Interest, Executive Summary, References, and Conflict of Interest Form -- Adequacy and Content	50 points
2. If the design-build entity is a privately held corporation, limited liability company, partnership, or joint venture, provide a list of all shareholders, partners, or members known at the time of statement of qualification submission who will perform work on the project, including a copy of the organizational documents or agreement committing to form the organization.	5 points
3. Provide copies of the licenses, registration, and credentials required to design and construct the project, including, but not limited to, information on the revocation or suspension of any license, credential, or registration.	5 points
4. Provide evidence that establishes the design-build entity has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance.	5 points
5. Provide the address of the office that will manage this Project, and contact information of the project manager.	5 points
6. Describe any lawsuits you have been a part of with any of your projects owners in the last 5 years. Describe if you were the plaintiff or defendant, a brief summary of each case, and the outcome. If there have been none, make that statement.	10 points
7. Copy of Respondent's California Contractor License, and DIR registration number.	5 points
8. Respondent's (GC and AE) past experience on government building projects.	50 points
9. Respondent's (GC and AE) present contracts on government building projects.	20 points
10. Respondent's (GC and AE) General Design-Build, CM at Risk, or other integrated or collaborative experience, here referred to as relevant experience: <ul style="list-style-type: none"> <li>• Describe relevant experience of your team, including GC and AE.</li> <li>• Indicate which projects the GC and AE have worked on together.</li> <li>• Provide reference contact information of the owners and architects.</li> </ul>	
11. General Contractors Government Office Building Experience: <ul style="list-style-type: none"> <li>• List and describe the experience of primary team members on similar multi-story office building construction projects including location, size, cost and year of completion.</li> </ul>	40 points

Attachment B

<ul style="list-style-type: none"> <li>• Describe how this experience is similar in size and complexity to the proposed project.</li> <li>• Provide reference contact information for the owner and architect.</li> </ul>	
<p>12. Architect’s Government Office Building Experience:</p> <ul style="list-style-type: none"> <li>• List and describe the experience of the firm and the primary team members on similar multi-story government office building construction projects including location, size, cost and year of completion.</li> <li>• Describe how this experience is similar in size and complexity to the proposed project.</li> <li>• Provide reference contact information of the owners and general contractors.</li> </ul>	40 points
<p>13. Prior Project Experience:</p> <ul style="list-style-type: none"> <li>• Describe previous experience, if any, of members of the proposed design build team working together on projects.</li> <li>• Provide a matrix indicating team members and projects.</li> <li>• Teams should provide experience for Architect, Builder, and Laboratory Planner only at the RFQ stage. Other consultant disciplines will be reviewed during the RFP stage.</li> </ul>	40 points
<p>14. Project Specific Requirements:</p> <ul style="list-style-type: none"> <li>• This project will include the construction of a multi-story office building(s) on a congested civic center site adjacent to existing buildings and roads. All work is to be completed while maintaining access and normal operation of adjoining facilities. Describe any project specific experience your team members have had with these special construction skills or requirements.</li> </ul>	30 points
<p>15. Schedule:</p> <ul style="list-style-type: none"> <li>• The schedule for this project is critical. Describe techniques you have employed to ensure that design services, construction management, materials and labor are available to meet the design-build construction schedule. In particular, describe specific project experience your team members may have had in commencing with earlier phases of construction while completion of the design was still underway for the total project.</li> </ul>	25 points
<p>16. Provide information on firm’s experience with construction in remote areas where building materials, equipment, and subcontractors are not readily available, and your firm’s approach to addressing these issues.</p>	50 points
<p>17. Respondent’s unique qualifications to perform on this Project.</p>	40 points
<p>18. Respondent’s experience within 200 miles of the Project.</p>	20 points

Attachment B

19. During the past five (5) years was your firm required to pay penalties for failure to pay prevailing wages? If yes, please provide a description of each instance and the amount of penalties paid.	20 points
20. During the past five (5) years has the Respondent been assessed Cal/OSHA fines in the serious, repeat, or willful category? If yes, provide circumstances, number of instances, and the amount of fine(s).  Provide Information concerning workers' compensation experience history and a worker safety program.  Confirm that firm's experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or if the proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.	20 points
Total Possible Points:	500 points



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: County Counsel and Information Technology**

**TIME REQUIRED** 20 minutes (10 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Stacey Simon and Nate Greenberg

**SUBJECT** Ordinance Implementing Digital Infrastructure & Video Competition Act

**AGENDA DESCRIPTION:**

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

Proposed ordinance repealing and replacing Chapter 5.44 of the Mono County Code to enact regulations consistent with the Digital Infrastructure and Video Communication Act

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

The county will receive franchise fees from state-franchised providers operating within the county in the amount of 5% of gross revenue.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Adopting Ordinance</a>
<input type="checkbox"/> <a href="#">Chapter 5.44</a>

**History**

Time

Who

Approval

7/2/2017 12:21 PM	County Administrative Office	Yes
6/21/2017 9:21 AM	County Counsel	Yes
7/3/2017 11:18 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: Stacey Simon

Date: July 11, 2017

Re: Digital Infrastructure and Video Communication Act Ordinance

**Recommended Action**

Introduce, read title and waive further reading of proposed ordinance repealing and replacing Chapter 5.44 of the Mono County Code to enact regulations consistent with the Digital Infrastructure and Video Communication Act (DIVCA).

**Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

DIVCA provides for (and the proposed ordinance would implement) the payment of a fee to the County by holders of state-issued video franchises operating within the unincorporated areas of the County in the amount of 5% of gross revenue (as defined in the statute) and an additional 1% for public, educational and/or governmental channels.

The County's current franchise ordinance provides for payment of 2% or 3% of the franchisee's gross revenue, depending on the size of the population served.

**Discussion**

In 2006 the California Legislature approved the Digital Infrastructure and Video Competition Act (California Public Utilities Code sections 5800 et seq.) for the stated purpose of creating a statewide system of regulation and franchising for cable, broadband and video services. Prior to DIVCA, cable television franchises were issued at the local level by cities and counties. Mono County's regulations for such franchises have been located at Chapter 5.44 of the Mono County Code.



Under DIVCA, these franchises are now issued by the California Public Utilities Commission, with certain regulatory and financial powers reserved to local governments. The proposed amendment to the County's existing video franchise regulations located in Chapter 5.44 would align the County's rules with current State law and enable it to fully exercise the powers reserved to it under DIVCA.

In addition to the 5% franchise fee, the ordinance addresses the following issues, explicitly reserved to local governments under DIVCA.

1. Infrastructure

While franchises are now issued by the State, any infrastructure installed within the County must still comply with County land use requirements. And where the infrastructure is to be located within the County's right-of-way, an encroachment permit must be obtained and the franchisee must coordinate all work with Public Works, including moving their facilities if necessary for the County to perform work.

2. PEG Channels

Among the powers reserved to local governments (and which the proposed ordinance would implement) is the ability to require franchisees to provide public, educational and/or governmental (PEG) channels and pay PEG fees. The ordinance would require that franchisees in Mono County provide two PEG channels (waivers may be granted) and pay PEG fees in the amount of 1% of gross revenue.

3. Customer service

The ordinance provides for oversight by the County of franchisee compliance with State and federal customer service standards. This includes the ability to impose fines of up to \$500 per day, not to exceed \$1,500 for the first violation, \$1,000 per day, not to exceed \$3,000, for a second violation within twelve months and \$2,000 per day, not to exceed \$7,000 for a third violation within twelve months.

Finally, under DIVCA, any franchisee operating pursuant to a franchise issued by the County prior to 2007 may continue to operate pursuant to that agreement, unless the franchisee and County mutually agree to terminate it and that the franchisee will instead seek a State license.

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



ORDINANCE NO. ORD17-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS REPEALING AND REPLACING  
MONO COUNTY CODE CHAPTER 5.44  
TO ENACT REGULATIONS CONSISTENT WITH  
THE DIGITAL INFRASTRUCTURE  
AND VIDEO COMPETITION ACT OF 2006**

**WHEREAS**, in 2006 the California Legislature enacted the Digital Infrastructure and Video Competition Act, (California Public Utilities Code sections 5800 et seq.) (hereinafter "DIVCA"), in order to create a statewide system of regulation and franchising for cable, broadband and video services; and

**WHEREAS**, prior to DIVCA, cable television franchises were issued by cities and counties, with Mono County's regulations located at Chapter 5.44 of the Mono County Code; and

**WHEREAS**, under DIVCA, franchises are now issued by the California Public Utilities Commission, while certain regulatory and financial powers are reserved to local governments; and

**WHEREAS**, the County of Mono wishes to update its local regulations to recognize State preemption under DIVCA and to exercise those rights and regulatory privileges reserved to it under the law;

[SEE PAGE TWO]

//////////

////////////////////

1                   **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
2 **MONO ORDAINS** that:

3                   **SECTION ONE:** Mono County Code Chapter 5.44 is hereby repealed and replaced with  
4 the language set forth in Exhibit "A", which is attached hereto and incorporated by this  
5 reference.

6                   **SECTION TWO:** Any video service provider having an unexpired County franchise  
7 issued in accordance with the Mono County Code prior to the enactment of this Ordinance shall  
8 be subject to subdivision (o) of California Public Utilities Code section 5840.

9                   **SECTION THREE:** This ordinance shall become effective 30 days from the date of its  
10 adoption and final passage, which appears immediately below. The Clerk of the Board of  
11 Supervisors shall post this ordinance and also publish it in the manner prescribed by Government  
12 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the  
13 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take  
14 effect until 30 days after the date of publication.

15                   **PASSED, APPROVED** and **ADOPTED** this \_\_\_ day of July, 2017, by the following  
16 vote, to wit:

- 17                   **AYES:**  
18                   **NOES:**  
19                   **ABSENT:**  
20                   **ABSTAIN:**

21                   \_\_\_\_\_  
22                   Stacy Corless, Chair  
23                   Mono County Board of Supervisors

24                   ATTEST:

25                   APPROVED AS TO FORM:

26                   \_\_\_\_\_  
27                   Clerk of the Board

28                   \_\_\_\_\_  
29                   County Counsel

## **Chapter 5.44 STATE VIDEO FRANCHISES**

Sections:

- 5.44.010 Purpose and application.**
- 5.44.020 State video franchise fees.**
- 5.44.030 PEG support fees.**
- 5.44.040 PEG channels.**
- 5.44.050 Audit authority.**
- 5.44.060 Customer service penalties.**
- 5.44.070 Public rights-of-way.**
- 5.44.080 Police powers.**
- 5.44.090 Preemption – Reservation of rights.**

### **5.44.010 Purpose and application.**

The state of California, through the Public Utilities Commission, is the sole authority with power to grant state video franchises pursuant to the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”), effective January 1, 2007, and codified at Public Utilities Code Section 5800 et seq. at the time of enactment of this chapter. The purposes of this chapter are to implement DIVCA in the County of Mono and to regulate, consistent with DIVCA and the implementing rules issued by the California Public Utilities Commission dated March 1, 2007, video service providers holding state video franchises and operating within the County pursuant to that franchise. This chapter shall be applied to and interpreted consistently with any amendments to, or recodifications of, DIVCA that may be made from time to time.

### **5.44.020 State video franchise fees.**

Any state video franchise holder operating within the unincorporated areas of the County shall pay a fee to the County equal to five percent of the state video franchise holder’s “gross revenue” as defined in California Public Utilities Code Section 5860(d). This fee shall be remitted to the County quarterly, within forty-five days after the end of the calendar quarter. Each payment shall be accompanied by a summary explaining the basis for the calculation of the state franchise fee. If the holder does not pay the franchise fee when due, the holder shall pay a late payment charge at a rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent. If the holder has overpaid the franchise fee, it may deduct the overpayment from its next quarterly payment.

### **5.44.030 PEG support fees.**

A. Any state video franchise holder operating within the unincorporated areas of the County shall pay a PEG fee to the County or the County’s designee for capital support of public, educational, and/or governmental (PEG) purposes that is consistent with state and federal law equal to no more than one percent of gross revenues, as defined by Section 5870(n) of the California Public Utilities Code.

B. Upon the expiration or termination of the current local cable franchise, every state video franchise holder operating within the unincorporated areas of the County shall pay to the County, on a schedule and in a manner to be determined by the County, a PEG capital support fee in an amount equal to one percent of gross revenues per subscriber per month.

**5.44.040 PEG channels.**

A. Local franchise holders and holders of a state video franchise under DIVCA shall each provide two PEG channels unless County grants a written waiver for good cause as determined in the County's sole discretion.

B. All state video franchise holders shall comply with the provisions of DIVCA related to PEG channels. Without limiting the foregoing, the PEG channels shall be carried on the basic service tier. To the extent feasible, the PEG channels shall not be separated numerically from other channels carried on the basic service tier and the channel numbers for the PEG channels shall be the same channel numbers used by the incumbent cable operator as defined in Public Utilities Code Section 5830(i) unless prohibited by federal law and shall provide video and sound quality, recording capability, channel accessibility and location equal to, or substantially equal to, that provided by the incumbent cable providers. After the initial designation of PEG channel numbers, the channel numbers shall not be changed without agreement of the County unless the change is required by federal law.

C. A state video franchise holder shall have three months from the date the County requests the PEG channels to designate the capacity. However, the three-month period shall be tolled by any period during which the designation or provision of PEG channel capacity is technically infeasible, including any failure or delay of the incumbent cable operator to make adequate interconnection available, as required by DIVCA. Any state video franchise holder that believes the designation or provision of PEG channel capacity is technically infeasible shall provide to County, in writing, its reasons therefor and its plan for correcting or solving the infeasibility. The County may hold a hearing on the claim of infeasibility and, thereafter, take such action as the County deems proper to require the designation and provision of the PEG channels on the state video franchise holder's system.

**5.44.050 Audit authority.**

Not more than once annually, the County Finance Director or designee may examine and perform an audit of the business records of a holder of a state video franchise operating within the unincorporated areas of the County to ensure compliance with Section 5860 of the California Public Utilities Code.

**5.44.060 Customer service penalties.**

A. The holder of a state video franchise shall comply with all applicable state and federal customer service and protection standards pertaining to the provision of video service.

B. The County Administrative Officer (CAO) or designee shall monitor the compliance of state video franchise holders operating within the unincorporated areas of the County with respect to state and federal customer service and protection standards. The CAO or designee will provide the state video franchise holder written notice of any material breaches of applicable customer service standards, and will allow the state video franchise holder thirty days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the thirty-day time period will be subject to the following penalties to be imposed by the County:

1. For the first occurrence of a violation, a fine of up to five hundred dollars may be imposed for each day the violation remains in effect, not to exceed one thousand five hundred dollars for each violation.

2. For a second violation of the same nature within twelve months, a fine of up to one thousand dollars may be imposed for each day the violation remains in effect, not to exceed three thousand dollars for each violation.

3. For a third or further violation of the same nature within twelve months, a fine of up to two thousand five hundred dollars may be imposed for each day the violation remains in effect, not to exceed seven thousand five hundred dollars for each violation.

C. A state video franchise holder may appeal a penalty assessed by the CAO to the Board of Supervisors within sixty days of the initial assessment. The Board of Supervisors shall hear all evidence and relevant testimony and may uphold, modify or vacate the penalty. The Board of Supervisors' decision on the imposition of a penalty shall be final.

As used herein, "material breach" is defined as set forth in Public Utilities Code Section 5900.

#### **5.44.070 Public rights-of-way.**

A. For the purpose of operating and maintaining a cable television system in the County, and with a validly issued encroachment permit under Chapter 13.04, a state video franchise holder may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across and along the public rights-of-way and public cables, conductors, ducts, conduits, vaults, manholes, amplifiers, property and equipment as are necessary and appurtenant to the operations of the cable system. The state video franchise holder shall comply with all applicable County construction codes and procedures and general plan requirements.

B. The County maintains the right to perform any public work or public improvement of any description, including, without limitation, all work authorized by applicable law. In the event that the state video franchise holder's system interferes with the construction, operation, maintenance or repair of any such public work or improvement, the state video franchise holder, after reasonable notice from the County, shall, at its own cost and expense, promptly protect, alter or relocate the system, or any part thereof, as directed by the County.

In the event that the state video franchise holder refuses or neglects to so protect, alter or relocate all or any part of its system, the County shall have the right in connection with the performance of such public work or public improvement to break through, remove, alter or relocate all or any part of the system without any liability to the state video franchise holder except for the County's willful misconduct and the state video franchise holder shall promptly pay to the County the costs incurred by such breaking through, removal, alteration or relocation.

C. The holder of a state video franchise shall not enter or encroach upon or interfere with or obstruct any private property without the express consent of the owner or agent in possession thereof with authority to grant such consent. The authority given in this chapter shall not be construed to grant or imply any permission to do so.

#### **5.44.080 Police powers.**

The rights of a state video franchise holder operating within the unincorporated areas of the County are subject to the police power of the County to adopt and enforce general ordinances necessary to the health, safety and welfare of the public, and each state video franchise holder shall comply with all applicable general laws and ordinances enacted by the County pursuant to such power.

#### **5.44.090 Preemption – Reservation of rights.**

If any area of regulatory authority is or was preempted from local regulation by federal or state law, and such preemption later ceases, the County reserves the right to resume local regulation to the extent permitted, including the right to enact an ordinance or to enforce existing local ordinances regulating cable television services within the County, should it be determined by state or federal law, regulation or rule that the County may enter into a local franchise with providers of cable television or video services within the County.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: County Administrative Officer**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman

**SUBJECT** Resolution Amending Travel Policy

**AGENDA DESCRIPTION:**

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

Proposed resolution amending sections 620 and 630 of the Mono County Personnel Rules to eliminate the requirement of Board approval for out-of-state travel by employees.

**RECOMMENDED ACTION:**

Adopt proposed resolution #R17-\_\_\_ Amending Sections 620 and 630 of the Mono County personnel rules to eliminate the requirement of Board of Supervisors approval for out-of-state travel by employees. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Adopting Resolution</a>
<a href="#">Exhibit A - Personnel Rules 630</a>

**History**

Time	Who	Approval
7/6/2017 4:38 PM	County Administrative Office	Yes



7/6/2017 5:03 PM

County Counsel

Yes

7/3/2017 10:39 AM

Finance

Yes



# COUNTY OF MONO

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

*Leslie L. Chapman*  
County Administrative Officer

*Dave Butters*  
Human Resources Director

**Date:** July 11, 2017

**To:** Honorable Board of Supervisors

**From:** Leslie Chapman, County Administrative Officer

**Subject:** Resolution Amending Travel Policy

**Recommended Action(s):**

Adopt proposed resolution amending Sections 620 and 630 of the Mono County personnel rules to eliminate the requirement of Board of Supervisors approval for out-of-state travel by employees. Provide any desired direction to staff.

**Fiscal Impact:**

None.

**Discussion:**

This resolution is being proposed to eliminate redundancy and streamline procedures by giving the CAO the authority to approve out of state travel for staff. Out of state travel for elected officials will still require board approval.



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING  
SECTIONS 620 AND 630 OF THE MONO COUNTY  
PERSONNEL RULES TO ELIMINATE THE  
REQUIREMENT OF BOARD OF SUPERVISORS  
APPROVAL FOR OUT-OF-STATE TRAVEL BY  
EMPLOYEES**

**WHEREAS**, rules governing travel by Mono County employees and officials, located at sections 620 et seq. of the Mono County Personnel Rules, states that out-of-state travel by employees, managers and elected officials must be approved by the Board of Supervisors; and

**WHEREAS**, it is important to maintain Board approval of out-of-state travel by the Board itself and other elected officials, because there is no other authority overseeing expenditures of County funds on their behalf;

**WHEREAS**, in contrast, Board approval of out-of-state travel by employees is unnecessary and redundant, as such oversight may be provided by County administrators without the time and delay associated with agendizing a matter for Board approval; and

**WHEREAS**, accordingly, the Board wishes to amend sections 620 and 630 of the Personnel Rules to provide that out-of-state travel by employees shall be approved by the Department Head and CAO; and

[[CONTINUED ON PAGE TWO]]

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

3           **SECTION ONE:** Sections 620 and 630 of the Mono County Personnel Rules applicable  
4 to all bargaining units are amended to read as set forth in Exhibit A to this Resolution, which is  
5 attached hereto and incorporated by this reference.

6           **SECTION TWO:** Out-of-state travel by members of the Board of Supervisors and/or  
7 other elected officials of the County shall continue to require approval by the Board of  
8 Supervisors.

9           **PASSED, APPROVED and ADOPTED** this 11<sup>th</sup> day of July, 2017, by the following  
10 vote, to wit:

11           **AYES:**  
12           **NOES:**  
13           **ABSENT:**  
14           **ABSTAIN:**

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Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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Clerk of the Board

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County Counsel

## **Exhibit "A"**

### **620 Travel**

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials, except that out-of-state travel by elected officials shall require approval by the Board of Supervisors. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

### **630 Travel Authorization**

A. A completed travel request form shall be submitted to the applicable Department Head for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations without a travel request form. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.

B. A completed travel request form shall be submitted to the Department Head as far in advance as possible of the anticipated date of the travel. All out-of-County travel requests shall be approved by the Department Head or designee, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the County Administrative Officer.

C. If an emergency condition exists requiring the authorization of travel, the Department Head shall be immediately notified and may approve the travel orally or by email. If the Department Head is not available to authorize travel, the County Administrative Officer may authorize such travel, provided notification is given to the Department Head on the next available workday.

D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

### **640 Travel Reimbursement**

A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.

B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head

Detailed justification must be provided when lodging reimbursement exceeding \$200 per night is being requested.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.

D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:

1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.

2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.

E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:

1. Registration fees;
2. Parking fees;
3. Ferry or bridge tolls;
4. Bus or taxi fares.

F. The following expenses will not be reimbursed:

1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;
2. Personal services such as dry cleaning or laundry;
3. Valet parking unless no self-parking is available;
4. Room service charges;
5. Alcoholic beverages.

#### **650 Travel Advance**

A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.

B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.

C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.

D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

**660 Travel Claim Procedure**

A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.

B. Claims must include the following:

1. A statement of the purpose for the trip and a copy of the agenda for conferences;
2. The date and time the employee departed and the date and time the employee returned;
3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;
4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Public Health**

**TIME REQUIRED** 15 minutes (5 minute presentation;  
10 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Sandra Pearce

**SUBJECT** Public Health Department Staff Allocation

### AGENDA DESCRIPTION:

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

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Health Program Manager in the Department of Public Health.

### RECOMMENDED ACTION:

Adopt proposed resolution #R17-\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a Health Program Manager in the Department of Public Health. Provide any desired direction to staff.

### FISCAL IMPACT:

There is no fiscal impact on the County General Fund. Funding from this position comes from a variety of sources including Title V, Title XIX, Prop 56, Ryan White Part B, and Public Health 1991 Realignment.

**CONTACT NAME:** Sandra Pearce

**PHONE/EMAIL:** 760.924.1818 / 760.924.1818

### SEND COPIES TO:

Sandra Pearce

Kim Bunn

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">BOS Staff Report</a>
<a href="#">PH Allocation List Presentation</a>
<a href="#">Resolution</a>



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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/2/2017 12:27 PM	County Administrative Office	Yes
7/3/2017 5:31 PM	County Counsel	Yes
7/3/2017 11:48 AM	Finance	Yes

# COUNTY of MONO

PUBLIC HEALTH DEPARTMENT  
P.O. BOX 3329  
MAMMOTH LAKES, CA 93546  
Phone (760) 924-1830  
Fax (760) 924-1831



DATE: July 11, 2017

TO: Honorable Board of Supervisors  
FROM: Sandra Pearce, Acting Public Health Director  
SUBJECT: Public Health Department Staff Allocation

**Recommendation:** Approve the proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Health Program Manager in the Department of Public Health.

**Fiscal Impact:** There is no fiscal impact on the County General Fund. Funding from this position comes from a variety of sources including Title V, Title XIX, Prop 56, Ryan White Part B, and Public Health 1991 Realignment.

**Discussion:** With the retirement of the Public Health Director, and proposed contract to fill this vacancy with the Director of Public Health Nursing, the Health Department's nursing staff is reduced from five Public Health Nurses (PHNs) to four. In order to draw down funding for a variety of public health programs and mandates, Skilled Professional Medical Personnel (SPMP) are often required to manage and work in these programs. Hence the need to bring the Health Department's nursing staff back to five by adding a full-time Health Program Manager to the allocation list.

The main responsibilities of the proposed position would be to serve as the Mono County Maternal, Child, and Adolescent Health (MCAH) Director, Local Oral Health Program Coordinator, and provide back up for clinical services including but not limited to HIV/STD testing, immunization clinics and community flu clinics, and communicable disease investigation and control. Funding sources for this position includes both historical and new funding streams from the Federal and State governments.

# COUNTY of MONO

PUBLIC HEALTH DEPARTMENT  
P.O. BOX 3329  
MAMMOTH LAKES, CA 93546  
Phone (760) 924-1830  
Fax (760) 924-1831



In the following chart, the peach section shows the current allocation list, FTE, and salary for each staff member who is in Fund 130. The yellow section shows the salary impact to Fund 130 for the current allocation list. The blue section shows the salary impact to Fund 130 for the proposed change to the allocation list adding the Health Program Manager position.

## FY 2017-18 Proposed Budget Allocations

Position	FTE	FY17 Annual Salary Estimate (Includes 1% for COLA Effective Jan 1st).		FY 2017-18 Proposal (based on the current, approved allocation list).		FY 2017-18 Proposal (based on the requested allocation list change).	
		FTE	Salary	FTE	Salary	FTE	Salary
Director of Public Health	1.00	\$ 113,213	95.00%	\$ 107,552	95.00%	\$ 107,552	
Director of Public Health Nursing	0.90	\$ 102,668	100.00%	\$ 102,668	0.00%	\$ -	
Public Health Officer	0.68	\$ 165,911	65.00%	\$ 107,842	65.00%	\$ 107,842	
Health Program Manager	1.00	\$ 101,526	30.00%	\$ 30,458	30.00%	\$ 30,458	
Health Program Manager	0.80	\$ 63,741	100.00%	\$ 63,741	100.00%	\$ 63,741	
Health Program Manager	1.00	\$ 80,162	100.00%	\$ 80,162	100.00%	\$ 80,162	
Health Program Manager	-	\$ -	-	\$ -	100.00%	\$ 78,229	
Public Health Nursing Professional	0.03	\$ 3,744	100.00%	\$ 3,744	100.00%	\$ 3,744	
Public Health Nursing Professional	0.03	\$ 3,744	100.00%	\$ 3,744	100.00%	\$ 3,744	
Public Health Nursing Professional	0.03	\$ 3,744	100.00%	\$ 3,744	100.00%	\$ 3,744	
Community Health Outreach Specialist	0.80	\$ 52,451	100.00%	\$ 52,451	100.00%	\$ 52,451	
WIC Program Manager / Registered Dietician	1.00	\$ 62,215	100.00%	\$ 62,215	100.00%	\$ 62,215	
WIC Nutrition Assistant - HP Coordinator	1.00	\$ 49,298	100.00%	\$ 49,298	100.00%	\$ 49,298	
WIC Nutrition Assistant - FTS III	1.00	\$ 48,260	60.00%	\$ 28,956	60.00%	\$ 17,374	
Fiscal & Administrative Services Officer	1.00	\$ 70,563	85.00%	\$ 59,978	85.00%	\$ 59,978	
Fiscal & Technical Specialist IV	1.00	\$ 58,057	100.00%	\$ 58,057	100.00%	\$ 58,057	
Fiscal & Technical Specialist IV	1.00	\$ 49,847	100.00%	\$ 49,847	100.00%	\$ 49,847	
Environmental Health Manager	1.00	\$ 101,420	100.00%	\$ 101,420	100.00%	\$ 101,420	
Environmental Health Specialist III	1.00	\$ 65,409	100.00%	\$ 65,409	100.00%	\$ 65,409	
Environmental Health Specialist III	1.00	\$ 77,107	100.00%	\$ 77,107	100.00%	\$ 77,107	
Environmental Health Specialist III	1.00	\$ 65,409	100.00%	\$ 65,409	100.00%	\$ 65,409	
Environmental Health Specialist III	1.00	\$ 62,796	0.00%	\$ -	0.00%	\$ -	
Contract Environmental Health Specialist	0.10	\$ 9,152	100.00%	\$ 9,152	100.00%	\$ 9,152	
Environmental Health Technician	0.50	\$ 20,800	100.00%	\$ 20,800	100.00%	\$ 20,800	
				\$ 1,203,754		\$ 1,167,732	

For questions regarding this item, please call Sandra Pearce at (760) 924-1818.

Submitted by:

Sandra Pearce, Acting Public Health Director

# Public Health Allocation List Change Health Program Manager (PHN)



**Public Health**  
Prevent. Promote. Protect.

Sandra Pearce, MS, RN, PHN, CNS  
(Acting) Public Health Director  
Mono County Health Department  
July 11, 2017

# What is Public Health?

- **Health is...**

A dynamic state of complete physical, mental, spiritual, and social well-being and not merely the absence of disease or infirmity.

(World Health Organization, WHO)

- **Public Health is...**

What we as a society do collectively to assure the conditions in which people can be healthy.

(Institute of Medicine, IOM)



# Public Health Funding

## Emergency Preparedness Fund (133)

- Public Health Emergency Preparedness (PHEP)
- Hospital Preparedness Program (HPP)
- State General Fund Pandemic Influenza Planning Program (Pan Flu)

## Health Education Fund (131)

- California Tobacco Control Program



## Public Health Fund (130)

- Maternal Child Health
- Women, Infants, & Children (WIC)
- Child Health & Disability Prevention (CHDP)
- Health Care Program for Children in Foster Care
- California Children's Services (CCS)
- Medical Therapy Program (MTP)
- HIV Grants (Surveillance, Ryan White, ADAP)
- Immunization Grant
- Local Enforcement Agency (LEA)
- Public Health 1991 Realignment
- Clinical Services, Fees & Permits

# Public Health Funding



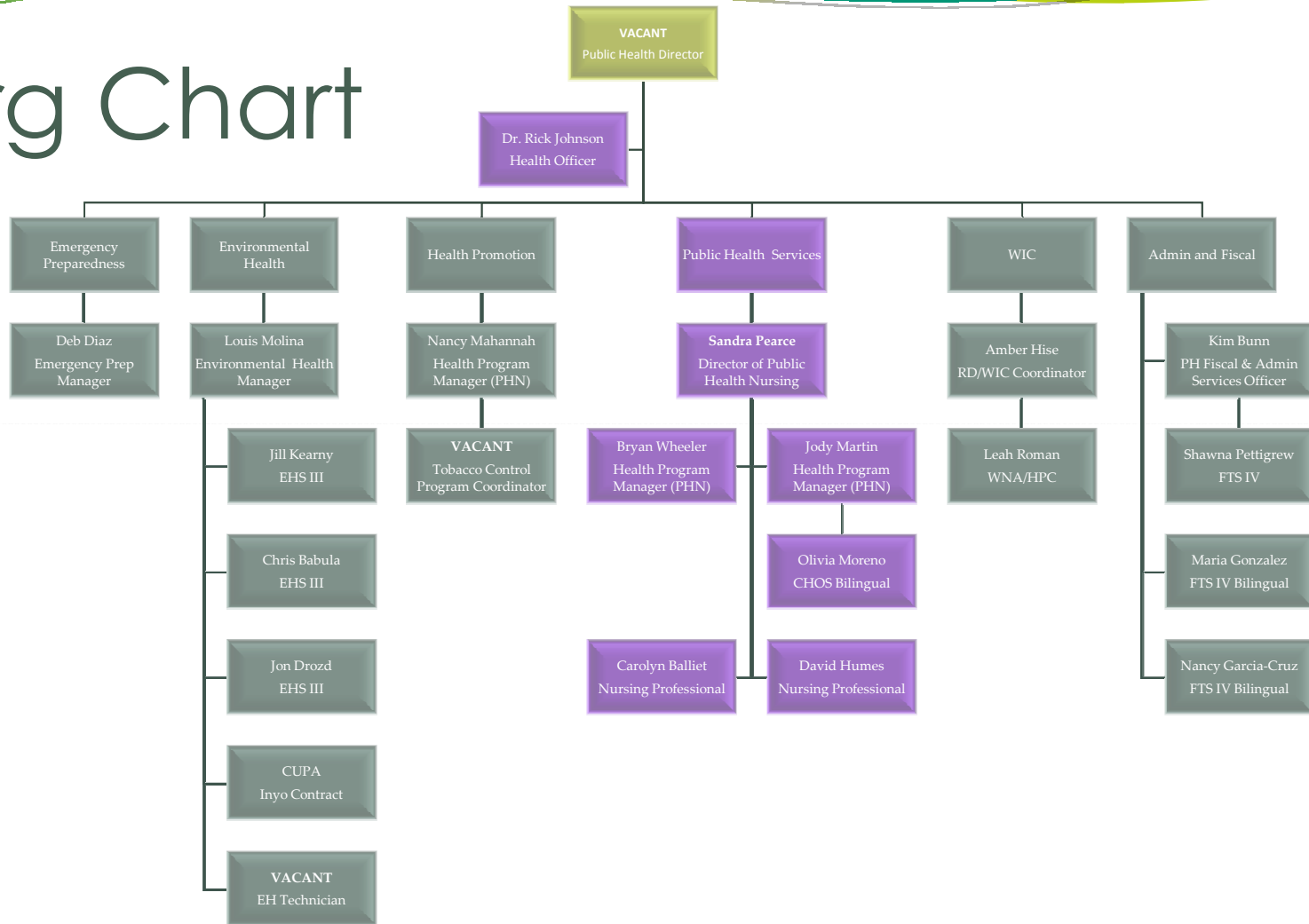
## Opportunities

- New funding streams from Prop 56
  - Tobacco Control Program
  - Local Oral Health Program
- Update to fee schedule
  - Environmental Health fees do not cover services provided
- 2 retirements anticipated in coming years
  - Health Officer
  - Health Program Manager (PHN)

## Threats

- Possible decreases in 1991 Realignment
  - Changes to IHSS funding structure
- Threats to federal funding for public health under the current administration
- Increases to employee costs
  - Benefits (PERS, Health Insurance)
  - Salaries (Steps, COLAs, salary survey)

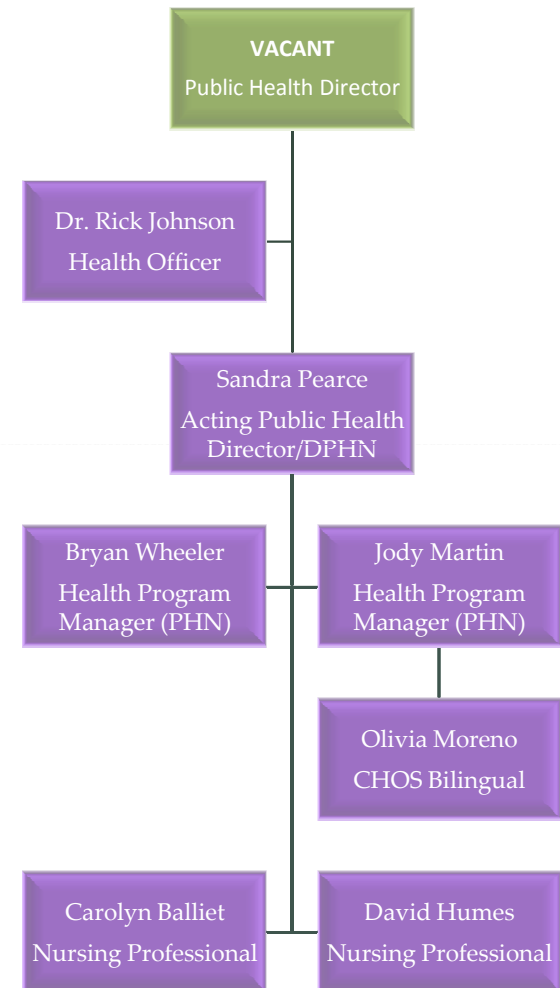
# Org Chart





# Public Health Services

- Org chart as of July 1, 2017



# Public Health Services

- Org chart as of July 11, 2017



# New HPM (PHN): Roles and Funding

- Maternal, Child, and Adolescent Health Director
  - MCH Grant (historical federal funding stream from Title V, Title XIX)
- Local Oral Health Program Coordinator
  - New funding from Prop 56 specific to oral health
- Clinical backup
  - Ryan White Grant
  - Public Health Realignment



# New HPM (PHN): Responsibilities

- Maternal, Child, and Adolescent Health Director
  - Complete the Title V Community Needs Assessment every 5 years to drive local programs
  - Design and implement programs to improve the health of women, children and their families
  - Improve adolescent health through the reduction of high risk behaviors
  - Educate about and promote safe sleep environments for infants to reduce the risk of SIDS
  - Coordination of and participation in local collaboratives such as the Nutrition & Physical Activity Task Force, Oral Health Task Force, Partners in Patient Services, Inyo Mono Death Review Team, SDRR Collaborative, etc.
- Local Oral Health Program Coordinator
  - Coordination of oral health programs and outreach in Mono County
- Clinical backup
  - HIV/STD testing
  - Immunization clinics, community flu clinics
  - Communicable disease investigation and control



# Conclusion

- Approve resolution for the allocation of a Health Program Manager.
- Both historical and new funding streams are in place to fund the position.
- This role is required to fulfill public health nursing services and mandates.
- Support healthier **people**, healthier **communities**, and a healthier **Mono County**.





**RESOLUTION NO. R17-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY  
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A  
HEALTH PROGRAM MANAGER IN THE DEPARTMENT OF PUBLIC HEALTH**

**WHEREAS**, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources; determines and recognizes implementation of collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner reasonably possible, which at times requires the modification of job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services; and

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

1. The County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time permanent Health Program Manager in the Department of Public Health by 1 (new total of 1) (salary range of \$6,375-\$7,749/month).

//

1 PASSED AND ADOPTED this 11th day of July 2017, by the following

2 Vote:

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

7 ATTEST: \_\_\_\_\_  
8 Clerk of the Board

\_\_\_\_\_   
Stacy Corless, Chair  
Board of Supervisors

9  
10 APPROVED AS TO FORM:

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13 COUNTY COUNSEL

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Probation**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Karin Humiston

**SUBJECT** Probation Staff Promotions to Deputy Probation Officer III, Step B

### AGENDA DESCRIPTION:

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

Proposed promotion of two existing employees from Deputy Probation Officer II, B Step to Deputy Probation Officer III, B Step.

### RECOMMENDED ACTION:

Authorize the promotion of two existing employees, Jon Himelhoch and Erin Van Kampen, from Deputy Probation Officer II, B Step to Deputy Probation Officer III, B Step.

### FISCAL IMPACT:

These positions are funded with a combination of general fund and various other grants and are included in the department's proposed budget for FY17-18.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 760-932-5570 / khumiston@mono.ca.gov

### SEND COPIES TO:

Karin Humiston, Dave Butters

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

#### History

Time	Who	Approval
7/6/2017 5:27 PM	County Administrative Office	Yes



7/6/2017 5:27 PM

County Counsel

Yes

7/6/2017 5:49 PM

Finance

Yes



MAILING : P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

TO: Honorable Board of Supervisors

FROM: K.S. Humiston, Chief Probation Officer

SUBJECT: Proposed promotion of two existing employees from Deputy Probation Officer II, B Step to Deputy Probation Officer III, B Step.

RECOMMENDATION: Authorize the promotion of two existing employees, Jon Himelhoch and Erin Van Kampen, from Deputy Probation Officer II, B Step to Deputy Probation Officer III, B Step.

DISCUSSION: Mono County Probation recently underwent a reorganization in October 2016, unfortunately the salary matrix created an anomaly where other, similar employees received disproportionate increases. Within the current salary matrix, and under the prior Mono County Personnel Rules, the two Officers would be elevated from a Grade 55, Step B to a Grade 59, Step A resulting in a much smaller increase than their counterparts received when the reorganization took effect.

Recently adopted Mono County Resolution R17-47 allows the Board of Supervisors to approve promotion increases above a Step A, so I am recommending that both Jon Himelhoch and Erin Van Kampen, who are currently eligible for promotion and were originally hired at a Step B because of their prior experience and knowledge having worked in other Probation Departments, be promoted from DPO II, Step B to DPO III, Step B.

No new positions or changes will be added to the Mono County Allocation List.

FISCAL IMPACT: These positions are funded with a combination of general fund and various other grants and are included in the department's proposed FY 2017-18 budget.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: Human Resources**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Dave Butters

**SUBJECT** Amendment of Allocation List

**AGENDA DESCRIPTION:**

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

Proposed resolution amending the Mono County allocation list to change the Solid Waste Superintendent position from 0.8 FTE to 1.0 FTE.

**RECOMMENDED ACTION:**

Approve resolution #R17-\_\_\_\_, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the Solid Waste Superintendent from 0.8 FTE to 1.0 FTE.

**FISCAL IMPACT:**

The fiscal impact for all the 2017-2018 budget year is \$31,170 of which \$17,522 is salary, \$4,569 is the employee portion of PERS, and \$9,079 is the cost of benefits. This additional amount will be included in the final budget.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 760 932-5413 / dbutters@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution - Public Works Allocation List</a>

**History**

Time	Who	Approval
7/6/2017 4:00 PM	County Administrative Office	Yes

7/6/2017 8:59 AM

County Counsel

Yes

7/6/2017 4:01 PM

Finance

Yes



# COUNTY OF MONO

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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:** July 11, 2017

**Subject:** Public Works Allocation List Modification Request

**Recommendation:** Approve Resolution to modifying the Position Allocation List to reflect a change increasing the Solid Waste Superintendent from a .8 full time employee to a 1.0 full time employee.

**Background:** The previous Solid Waste Superintendent could work a .8 schedule and execute all responsibilities of this position. This was made possible by and efficiencies gained through knowledge of the job duties and experience in the position as well as a personal desire for a reduced schedule. It is not anticipated that the next Solid Waste Superintendent will be able to work a reduced schedule and effectively execute all responsibilities of this position. The learning curve required to navigate the regulatory requirements of Solid Waste and impending challenges such as land fill closures make it necessary to allocate the Solid Waste Superintendent as a full-time position.

**Fiscal Impact:** The fiscal impact for all the 2017-2018 budget year is \$31,170 of which \$17,522 is salary, \$4,569 is the employee portion of PERS, and \$9,079 is the cost of benefits. This additional amount will be included in the final budget.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)



**RESOLUTION NO. R17-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING  
THE COUNTY ADMINISTRATIVE OFFICER  
TO AMEND THE COUNTY OF MONO LIST  
OF ALLOCATED POSITIONS TO REFLECT  
A CHANGE IN THE POSITION OF SOLID WASTE  
SUPERINTENDENT FROM 0.8 FTE TO 1.0 FTE**

**WHEREAS**, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources; determines and recognizes implementation of collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner reasonably possible, which at times requires the modification of job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services; and

//////////

////////////////////////////////////

[CONTINUED ON PAGE 2]

1                   **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO**  
2 **RESOLVES** as follows:

3                   The County Administrative Officer is authorized to amend the County of Mono List of  
4 Allocated Positions to reflect the following changes:

5                                 Increase the allocation of full time equivalent (FTE) Solid Waste Superintendent in the  
6 Department of Public Works by 1 (new total of 1) (salary of \$7301/month).

7                                 Decrease the allocation of 0.8 FTE Solid Waste Superintendent in the Department of Public  
8 Works by 1 (new total of 0) (salary of \$5841/month).

9 PASSED AND ADOPTED this 11th day of July, 2017, by the following  
10 Vote:

11 AYES             :  
12 NOES            :  
13 ABSTAIN        :  
14 ABSENT         :

15 ATTEST: \_\_\_\_\_ Stacy Corless, Chair  
16                   Clerk of the Board             Board of Supervisors

17 APPROVED AS TO FORM:

18  
19 \_\_\_\_\_  
20 COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Human Resources**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Dave Butters

**SUBJECT** Employment Agreement for Solid Waste Superintendent

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Justin Nalder as Solid Waste Superintendent, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R17-\_\_\_\_, Approving a contract with Justin Nalder as Solid Waste Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the county.

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### FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (June 26 to June 30th) is approximately \$2,710 of which \$1,665 is salary; \$2,744 is the employer portion of PERS, and \$648 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2017-2018) would be \$155,848 of which \$87,612 is annual salary; \$22,843 is the employer portion of PERS, and \$45,393 is the cost of the benefits.

---

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 7609325413 / dbutters@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution Solid Waste Superintendent</a>
<input type="checkbox"/> <a href="#">Employment Agreement - Solid Waste Superintendent</a>



**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/6/2017 3:41 PM	County Administrative Office	Yes
7/3/2017 5:13 PM	County Counsel	Yes
7/6/2017 3:57 PM	Finance	Yes



# COUNTY OF MONO

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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: July 11, 2017

Subject: Employment Agreement for Justin Nalder as Solid Waste Superintendent

Recommendation: Approve the Employment Agreement for Justin Nalder as Solid Waste Superintendent for a term of three years from June 26, 2017 through June 25, 2020. Announce fiscal impact.

Background: Justin was hired in February 2017 and has been working as an intern in the Community Development Department. He applied for the position of Solid Waste Superintendent and was the successful candidate.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (June 26 to June 30th) is approximately \$2,710 of which \$1,665 is salary; \$2,744 is the employer portion of PERS, and \$648 is the cost of the benefits and was included in the approved budget.

Total cost for a full fiscal year (2017-2018) would be \$155,848 of which \$87,612 is annual salary; \$22,843 is the employer portion of PERS, and \$45,393 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH JUSTIN NALDER, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Justin Nalder, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Nalder. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote, to wit:

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

\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

## **AGREEMENT REGARDING EMPLOYMENT OF JUSTIN NALDER**

This Agreement is entered into this 11<sup>th</sup> day of July 2017, by and between Justin Nalder and the County of Mono.

### **I. RECITALS**

The County wishes to employ Justin Nalder as Solid Waste Superintendent on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Nalder wishes to accept employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be June 26, 2017, until June 25, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Nalder in writing no later than December 25, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Nalder shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Nalder that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Nalder as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Mr. Nalder shall be employed by Mono County as Solid Waste Superintendent, serving at the will and pleasure of the Director of Public Works in accordance with the terms and conditions of this Agreement. Mr. Nalder accepts such employment. The Director of Public Works shall be deemed the "appointing authority" for all purposes with respect to Mr. Nalder's employment.
3. Mr. Nalder's salary shall be \$7,301 per month. The Board may unilaterally increase Mr. Nalder's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Nalder's salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Nalder in good faith, but the County's decision whether or not to grant

such additional compensation shall be final and non-appealable.

4. Mr. Nalder shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. The prorated portion of merit leave for the remainder of 2017 is 42 hours. Mr. Nalder understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the Director of Public Works, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Nalder's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Nalder shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Mr. Nalder's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Nalder understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Nalder cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however,

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

8. Consistent with the "at will" nature of Mr. Nalder's employment, the Director of Public Works may terminate Justin Nalder's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Nalder understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Public Works may, in his or her discretion, take during Mr. Nalder's employment.
9. In the event that such a termination occurs after December 26, 2017, (i.e., after 6 months continuous employment in this position), Mr. Nalder shall receive as severance pay a lump sum equal to six months' salary or to the extent that fewer than six full calendar months before this Agreement would have expired, Mr. Nalder shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Nalder shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Nalder that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. Nalder shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he or she gives the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Nalder shall also not be entitled to any severance pay in the event that he

becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

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

**III. EXECUTION:**

This Agreement is executed by the parties this \_\_\_\_ day of July 2017.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Justin Nalder

\_\_\_\_\_  
By: Stacy Corless, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Human Resources**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Dave Butters

**SUBJECT** Employment Agreement with Alicia Vennos as Economic Development Director

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R17-\_\_\_\_, Approving a contract with Alicia Vennos as Economic Development Director, 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 (May 20 to June 30th) was approximately \$18,726 of which \$11,502 is salary; \$2,744 is the employer portion of PERS, and \$4,480 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2017-2018) will be \$166,750 of which \$102,420 is annual salary; \$24,437 is the employer portion of PERS, and \$39,893 is the cost of the benefits.

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 760 932-5413 / dbutters@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution Economic Development Director</a>
<a href="#">Employment Agreement - Economic Development Director</a>

**History****Time**

7/5/2017 4:21 PM

7/3/2017 5:38 PM

7/6/2017 4:03 PM

**Who**

County Administrative Office

County Counsel

Finance

**Approval**

Yes

Yes

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: July 11, 2017

Subject: Re Employment Agreement for Alicia Vennos as Economic Development Director

**Recommendation:**

Approve the Employment Agreement for Alicia Vennos as Economic Development Director for a term of three years from May 20, 2017 through May 19, 2020. Announce fiscal impact.

**Background:**

Alicia Vennos was hired into the Economic Development Department on August 25, 2008 and was promoted to the Economic Development Director on May 20, 2014.

**Fiscal Impact:**

The cost for this position for the remainder of FY 2016-2017 (May 20 to June 30th) was approximately \$18,726 of which \$11,502 is salary; \$2,744 is the employer portion of PERS, and \$4,480 is the cost of the benefits and was included in the approved budget.

Total cost for a full fiscal year (2017-2018) will be \$166,750 of which \$102,420 is annual salary; \$24,437 is the employer portion of PERS, and \$39,893 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH ALICIA VENNOS, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Alicia Vennos, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Vennos. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote, to wit:

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

\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

## **AGREEMENT REGARDING EMPLOYMENT OF ALICIA VENNOS**

This Agreement is entered into by and between Alicia Vennos and the County of Mono.

### **I. RECITALS**

Alicia Vennos is currently employed as the Economic Development Director of Mono County. The County wishes to continue to employ Ms. Vennos as the Economic Development Director on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Vennos wishes to accept such continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be May 20, 2017, until May 19, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Vennos in writing no later than November 19, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Vennos shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Vennos that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Vennos as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Ms. Vennos shall continue to be employed by Mono County as Economic Development Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Vennos accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Vennos' s employment.
3. Ms. Vennos' s salary shall be \$8,535 per month. The Board may unilaterally increase Ms. Vennos' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Vennos' s salary. During such negotiations, the

County shall consider and discuss the issue of increased compensation with Ms. Vennos in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, within three months of completion of a salary survey by the County, the Board shall determine whether the survey results support an increase to Ms. Vennos salary, and in what amount, and shall implement said increase, if any.

4. Ms. Vennos shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Vennos understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Vennos was already entitled to for the 2017 calendar year under her former employment agreement.)
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Vennos' s full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Vennos shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Vennos understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County

Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Vennos cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Vennos' s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Ms. Vennos' s employment, the County Administrative Officer may terminate Alicia Vennos' s employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Vennos understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Vennos' s employment.
9. On or before the effective date of any such termination without cause, Ms. Vennos shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of effective date) before this Agreement would have expired, Ms. Vennos shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Vennos shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Vennos that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Vennos shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Vennos shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Vennos may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Vennos shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Alicia Vennos. It specifically supersedes and replaces the employment agreement between the parties entered into on or about May 20, 2014. Consistent with Ms. Vennos' s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Vennos may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Vennos date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Vennos' s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Vennos' s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Ms. Vennos shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if



Ms. Vennos is convicted of a crime involving abuse of office or position.

14. Ms. Vennos acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Vennos further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement is executed between the parties effective May 20, 2017.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Alicia Vennos

\_\_\_\_\_  
By: Stacy Corless, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Human Resources**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Dave Butters

**SUBJECT** Employment Agreement with Sandra Pearce as Public Health Director

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### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Sandra Pearce as Director of Public Health, and prescribing the compensation, appointment and conditions of said employment.

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### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R17-\_\_\_\_, Approving a contract with Sandra Pearce as Director of Public Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the county.

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### FISCAL IMPACT:

The cost for this position for the remainder of FY 2016-2017 (May 2 to June 30th) was approximately \$29,492 of which \$18,114 is salary; \$4,322 is the employer portion of PERS, and \$7,055 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2017-2018) will be \$191,448 of which \$112,092 is annual salary; \$29,227 is the employer portion of PERS, and \$50,129 is the cost of the benefits.

---

**CONTACT NAME:** Dave Butters

**PHONE/EMAIL:** 760 932-5413 / dbutters@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution\\_Director of Public Health](#)

[Employment Agreement](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/6/2017 4:20 PM	County Administrative Office	Yes
7/6/2017 9:23 AM	County Counsel	Yes
7/6/2017 5:47 PM	Finance	Yes



# COUNTY OF MONO

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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: July 11, 2017

Subject: Employment Agreement for Sandra Pearce as Public Health Director

**Recommendation:**

Approve the Employment Agreement for Sandra Pearce as Public Health Director for a term of three years from May 2, 2017 through May 1, 2020. Announce fiscal impact.

**Background:**

Sandra was hired into the Public Health Department in 2005 as a Public Health Nurse III. She has progressed through positions of greater responsibility and was recently selected during an open recruitment process to be the Public Health Director after Lynda Salcido's retirement.

**Fiscal Impact:**

The cost for this position for the remainder of FY 2016-2017 (May 2 to June 30th) was approximately \$29,492 of which \$18,114 is salary; \$4,322 is the employer portion of PERS, and \$7,055 is the cost of the benefits and was included in the approved budget.

Total cost for a full fiscal year (2017-2018) will be \$191,448 of which \$112,092 is annual salary; \$29,227 is the employer portion of PERS, and \$50,129 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov)



R17-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH SANDRA PEARCE, AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYEMENT**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Sandra Pearce, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Pearce. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote, to wit:

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

\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

## **AGREEMENT RE EMPLOYMENT OF SANDRA PEARCE**

This Agreement is entered into by and between Sandra Pearce and the County of Mono.

### **I. RECITALS**

Sandra Pearce is currently employed by the County as Director of Nursing and has been serving as Acting Public Health Director since May 2, 2017. The County wishes to employ Ms. Pearce as its Director of Public Health on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Pearce wishes to accept such continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be May 2, 2017, until May 1, 2020, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Pearce in writing no later than November 1, 2019, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Pearce shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Pearce that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Pearce as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Ms. Pearce shall be employed by Mono County as Director of Public Health, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Pearce accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Pearce's employment.
3. Ms. Pearce's salary shall be \$9,341 per month. The Board may unilaterally increase Ms. Pearce's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Pearce's salary. During such negotiations, the

County shall consider and discuss the issue of increased compensation with Ms. Pearce in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, within three months of County's acceptance as final of the salary survey currently being performed on its behalf by Cooperative Personnel Services, Inc., Ms. Pearce' salary shall be adjusted by such amount (if any) as is determined by the Board in its sole discretion. If such adjustment is not made within that three-month period, then any adjustment subsequently made as a result of the salary survey shall be retroactive to the date that is three months after County's acceptance of the salary survey as final.

4. Ms. Pearce shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Pearce understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Pearce' s full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Pearce shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Pearce understands and agrees that her receipt of compensation or

benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Pearce cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Pearce's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for health insurance benefits in the event that her employment is reduced to no less than .75 FTE, or any benefit that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Ms. Pearce's employment, the County Administrative Officer may terminate Ms. Pearce's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Pearce understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Pearce's employment. As Ms. Pearce currently holds the position of Director of Nursing in good standing, and has performed well in that role, in the event of termination of this Agreement without cause prior to or on June 30, 2019, Ms. Pearce shall be reappointed to her position as Director of Nursing at the same range, step, longevity level and part time status (.9 FTE) that she achieved before vacating the position. In the event of any termination for cause prior to June 30, 2019, or any termination with or without cause after June 30, 2019, Ms. Pearce will not be entitled to resume her former County employment or be placed in any other County Employment.
9. On or before the effective date of any termination without cause which occurs after June 30, 2019, Ms. Pearce shall receive as severance pay a lump sum



equal to six months salary or, to the extent that fewer than six full calendar months remain (as of effective date) before this Agreement would have expired, Ms. Pearce shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Pearce shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Pearce that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Pearce shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he or she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Pearce shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Pearce may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Pearce shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Sandra Pearce. Consistent with Ms. Pearce's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Pearce may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Pearce date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under

Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Pearce's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Pearce's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Pearce shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Pearce is convicted of a crime involving abuse of office or position.

14. Ms. Pearce acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Pearce further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement is executed between the parties on \_\_\_\_\_, 2017.

SANDRA PEARCE

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Stacy Corless, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 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:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

**Time**

**Who**

**Approval**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**TIME REQUIRED**

**SUBJECT** Afternoon Session Time

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### 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 1:00 P.M.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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History

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** July 11, 2017

**Departments: CAO, Community Development, County Counsel**

**TIME REQUIRED** One hour (20 minute presentation; 40 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman, Wendy Sugimura, and Stacey Simon

**SUBJECT** Workshop on Proposed Joint Powers Agreement Establishing the Owens Valley Groundwater Authority

**AGENDA DESCRIPTION:**

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

Presentation regarding joint powers agreement proposed by the County of Inyo to establish the Owens Valley Groundwater Authority, an entity to serve as the Groundwater Sustainability Agency (GSA) for the Owens Valley Groundwater Basin, or portions of that basin.

**RECOMMENDED ACTION:**

Hear presentation and provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Proposed Joint Powers Agreement</a>
<input type="checkbox"/> <a href="#">Map full basin</a>
<input type="checkbox"/> <a href="#">Map full basin 2</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
7/6/2017 3:24 PM	County Administrative Office	Yes
7/6/2017 5:54 PM	County Counsel	Yes
7/6/2017 4:02 PM	Finance	Yes



# COUNTY OF MONO

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

Leslie L. Chapman  
County Administrative Officer

Tony Dublino  
Assistant Administrative Officer

To: Board of Supervisors

From: Leslie Chapman

Date: July 11, 2017

Re: Proposed Joint Powers Agreement establishing the Owens Valley Groundwater Authority

### **Recommended Action**

Hear presentation regarding Joint Powers Agreement (JPA) proposed by the County of Inyo to establish the Owens Valley Groundwater Authority to serve as the Groundwater Sustainability Agency (GSA) for the Owens Valley Groundwater Basin, or portions of that basin.

### **Strategic Plan Focus Area(s) Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

### **Fiscal Impact**

None at this time.

### **Discussion**

Representatives from Inyo County will be at your meeting to go over the proposed JPA and answer questions. County staff will also provide background on the proposed JPA, the Sustainable Groundwater Management Act and related matters.

This item is a workshop only. The Board will have the opportunity to consider whether to join the JPA at its July 18<sup>th</sup> meeting. Inyo County has set a deadline of August 1 for eligible entities to enter into the JPA. After August 1, entry is not guaranteed, but must be approved by the then-existing JPA board.

Encl. Proposed JPA

# **JOINT EXERCISE OF POWERS AGREEMENT**

**Between the**

**COUNTY OF INYO  
California**

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**and the**

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CREATING THE

**OWENS VALLEY  
GROUNDWATER AUTHORITY**

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**OWENS VALLEY GROUNDWATER AUTHORITY**  
**JOINT POWERS AGREEMENT**

This Joint Exercise of Powers Agreement (“**Agreement**”) forming the Owens Valley Groundwater Authority is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, (“Effective Date”), by and among the public agencies listed on the attached Exhibit “A” executing this Agreement (collectively referred to as the “Members” and individually “Member”) for the purpose of forming a Groundwater Sustainability Agency (“GSA”) and achieving groundwater sustainability in the Owens Valley Groundwater Basin.

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WHEREAS, California enacted a series of laws collectively referred to as the Sustainable Groundwater Management Act, found in Part 2.74 of Division 6 of the California Water Code (“SGMA”); and

WHEREAS, the SGMA requires each California groundwater basin or sub-basin be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan(s) (“GSP”); and

WHEREAS, the SGMA, at Water Code § 10723.6(a), authorizes certain local agencies, as defined, to form a GSA via joint powers agreement; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the “Act”) authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, each of the Members are local agencies, authorized to form a GSA via joint powers agreement, with jurisdictional boundaries covering portions of the Owens Valley Groundwater Basin (Basin No. 6-12 in the Department of Water Resources Bulletin 118 Update 2016, henceforth the “Basin”); and

WHEREAS, the Members desire to create the Owens Valley Groundwater Authority pursuant to the Act as authorized by the SGMA in order to jointly exercise their powers as a GSA for the purpose of creating a GSP to be implemented within their combined jurisdictional boundaries in the Basin; and

WHEREAS, subsequent to forming the GSA via this Agreement, the Members intend to engage with other agencies and entities that are not eligible to form a GSA, (“Associates” or “Interested Parties” ) to allow them to participate in the GSA as contemplated by SGMA and by this Agreement; and

WHEREAS, the Members intend the GSA created through the Authority to engage with any other GSA(s) formed within the Basin in order to either coordinate the creation of a single GSP, or to coordinate their respective GSPs as required by the SGMA; and

WHEREAS, the Members intend that the GSP created through this GSA, if possible, be coordinated with any groundwater management plan of other agencies that have lands overlying SGMA-exempt areas within the Basin; and

WHEREAS, through this Agreement the Members intend take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by the Members, as follows:

## **ARTICLE I**

### **CREATION AND OPERATION OF THE OWENS VALLEY GROUNDWATER AUTHORITY**

#### **1 CREATION OF THE AUTHORITY:**

Upon adoption of this Agreement by two or more Members, pursuant to the Act and as authorized by the SGMA, there is hereby created a joint powers authority known as the Owens Valley Groundwater Authority (“Authority”). The Authority shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Within thirty (30) days of the adoption of this Agreement by two or more Members, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, the Board of Directors of the Authority shall file the statements required by and in accordance with Government Code Section 53051.

**2 TERM:** This Agreement shall become operative on the Effective Date provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date.

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This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or when there are less than two Members remaining in the Authority; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Authority that was previously

approved by the Board of Directors.

### **3 MEMBERSHIP:**

3.1 MEMBERS. The Members of the Authority shall be the public agencies listed on the attached Exhibit "A" that have executed this Agreement by August 1, 2017, so long as their Membership has not been withdrawn or terminated pursuant to the provisions Article VI of this Agreement. If an eligible agency listed in Exhibit A has not executed this Agreement by August 1, 2017, they will lose their right to join through execution of this Agreement and their membership will be subject to the process for inclusion of new Members set forth in Section 3.2 below.

### **3.2 NEW MEMBERS.**

The Board may approve an application for a new Member to join the Authority through a majority of the votes of the Board so long as: 1) the new Member is a local agency that is qualified to join the Authority as a GSA forming party under the provisions of SGMA and the Act; and, 2) the new Member agrees to or has met any other conditions that the Board may establish from time to time.

Once an application is deemed complete by the Board of Directors, the governing bodies for each of the Members shall be sent the application for their consideration and possible approval. For a new Member to be admitted the application must be unanimously approved by the Members acting through their governing bodies.

Upon a new Member joining the Authority pursuant to this section, said new Member and the Authority shall take all steps necessary to revise the Owens Valley GSA boundaries to incorporate any new areas of the Basin into the GSA's jurisdiction in a manner consistent with that contemplated by Article II Section 3.2 of this Agreement.

### **3.3 ASSOCIATES & INTERESTED PARTIES.**

The participating Associates and Interested Parties shall be those entities participating in the GSA pursuant to Article V below.

### **4 GOVERNING BOARD:**

4.1 BOARD DIRECTORS. The Authority shall be administered by a governing board. The governing board shall be called the "Board of Directors of the Authority," (hereafter referred to as the "Board of Directors"). The Board of Directors shall consist of members appointed as follows:

*4.1.1 Member Appointments:* Each Member's governing body shall appoint one Primary Director and one Alternate Director (sometimes individually

referred to herein as a “Director”). The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board of Directors meeting. The Primary and Alternate Directors for all Members shall be elected members of their governing bodies. Directors shall serve at the pleasure of the governing body appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Director shall hold office until their successor is selected by their governing body and the Authority has been notified of the succession.

*4.1.2 Associate & Interested Party Appointments:* Associates and Interested Parties shall make appointments as set forth in **Article V** of this Agreement.

**5 BOARD MEETINGS AND ACTIONS:** All meetings of the Board of Directors shall be public meetings noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.). The Board of Directors may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for its meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

**5.1 INITIAL MEETING.** The initial meeting of the Board of Directors shall be held at a location overlying the Basin within forty five days (45) days of the Effective Date of this Agreement. At the initial meeting the Board of Directors shall establish a principal office for the Authority, which shall be located at a place overlying the Basin. The Board of Directors may change the principal office from time to time as it sees fit so long as that principal office remains at a location overlying the Basin.

**5.2 REGULAR MEETING SCHEDULE.** The Board of Directors shall establish a regular meeting time and place at the initial meeting of the Board. The Board of Directors may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin and within the jurisdictional boundaries of the Authority.

**5.3 SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be conducted pursuant to California Government Code section 54956 and they may be called by the Chairperson, or by the concurrence of any two Primary Directors appointed by the Members.

**5.4 ADVISORY COMMITTEES.** The Board of Directors may from time to time establish advisory committees for the purpose of making recommendations to the Board of Directors on the various activities of the Authority. The establishment and dissolution of any committee and its duties shall require a majority of the votes of the Board of Directors and the activities of the committee shall be subject to the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.).

Committees shall exist for the term specified in the action creating the committee. A Committee may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for Committees of the Board meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.5 QUORUM. A quorum of the Board of Directors shall consist of majority of the Directors. Notwithstanding the above, the Authority shall not conduct business at a meeting in the absence of a majority of Directors appointed by the Members participating in such a meeting, beyond the adjournment of a meeting by the remaining Board Members. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he/she participates in the meeting remotely as may be permitted by the Ralph M. Brown Act. Action taken by the Board of Directors shall require the affirmative vote of a majority of the voting shares on the Board of Directors, unless otherwise provided by this Agreement.

5.6 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30 unless otherwise changed by Resolution of the Board of Directors.

5.7 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the Board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, in a manner consistent with applicable law and this Agreement. Each Director and their respective governing bodies shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board Directors may amend or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures that are consistent with applicable law and this Agreement. The Executive Manager shall send to each Director and to all of their respective appointing authorities all Bylaw amendments promptly after adoption by the Board of Directors.

5.8 ADOPTION OF ANNUAL BUDGET: Except as provided for in Article II Section 4.1, the Board of Directors shall adopt the annual budget of the Authority on or before May 1, by a majority of the votes of the Directors appointed by the Members and Associates.

5.9 ANNUAL REPORT: By April 1 of each year, the Authority shall prepare an annual report of its operation, in a form determined by the Board of Directors.

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## ARTICLE II

### PURPOSE, POWERS AND DUTIES

**1** **PURPOSE:** The purpose of this Agreement in creating the Authority is to provide for the joint exercise of powers common to the Members, including those additional powers granted by SGMA, to, among other things, cooperatively carry out the requirements of the SGMA, including, but not limited to, serving as the GSA for the Basin within the jurisdictional boundaries of the Authority-formed GSA and developing, adopting and implementing a GSP that achieves groundwater sustainability in the Basin.

**2** **POWERS:** In accordance with California Government Code section 6509, the Authority's powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Inyo.

2.1 In order to carry out its purpose, the Authority shall possess the ability to exercise those powers granted by the Act and by the SGMA. Additionally, the Authority shall possess the ability to exercise the common powers of its Members related to the purposes of the Authority, including but not limited to the following:

2.1.1 To become the GSA for the Basin pursuant to the SGMA and in a manner consistent with Section 3.3 below;

2.1.2 To develop, adopt, and implement a GSP for the Basin pursuant to SGMA;

2.1.3 To provide all services necessary to operate the GSA and implement the GSP;

2.1.4 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority and the adoption and implementation of the GSP;

2.1.5 To contract for the services of engineers, attorneys, planners, financial consultants, employees, agents and representatives, and/or to directly employ or appoint any such persons as it deems appropriate;

2.1.6 To collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin;

2.1.7 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations in connection with the operation, maintenance, administration and management of any facilities required to carry out these purposes;

2.1.8 To levy assessments, charges and fees as provided in SGMA;

2.1.9 To regulate and monitor groundwater extractions as permitted by SGMA, provided that this provision does not extend to a Member's or Associate's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws;

2.1.10 To establish and administer water banking programs for the benefit of the Basin;

2.1.11 To establish and administer water recycling, recapturing or purifying programs for the benefit of the Basin;

2.1.12 To distribute water in exchange for the cessation or reduction of groundwater extractions;

2.1.13 To spread, sink, and inject water into the Basin;

2.1.14 To store, transport, recapture, recycle, purify, treat, or otherwise manage and control water for the beneficial use of persons and property within the Basin;

2.1.15 For the common benefit of the Basin, to store water within and outside of the Basin, to appropriate water and acquire water rights, to import water, and to conserve, or cause the conservation of, water within or outside of the Basin;

2.1.16 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Authority;

2.1.17 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Authority;

2.1.18 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the Authority's name for the purposes of the Authority;

2.1.19 To acquire by negotiation or condemnation or any other lawful authority, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and

without the respective boundaries of the Members necessary to accomplish the purposes described herein;

2.1.20 To invest funds pursuant to California Government Code section 6509.5 or other applicable State Law;

2.1.21 To sue and be sued in its own name;

2.1.22 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement;

2.1.23 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Authority under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

## 2.2 WATER RIGHTS AND ADDITIONAL CONSIDERATIONS.

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants water rights.

## 2.3 PRESERVATION OF POLICE POWERS.

Nothing set forth in this Agreement shall be deemed to modify or otherwise limit a county's or city's police powers in any way or its authority to regulate groundwater under existing law or any amendment thereto.



**3 NOTICES OF ADOPTION AND GSA RESCISSION AND FORMATION:** The Authority and its Members shall have the following specific duties:

3.1 NOTICE TO MEMBERS. Within forty-eight hours after adoption of this Agreement by the governing board of a Member, said Member shall notify all other Members of said adoption of this Agreement.

3.2 NOTICE TO DWR BY AUTHORITY. As required by SGMA, the Authority shall file a notice with DWR of its intent to be the GSA for the portions of the Basin covered by the combined jurisdictional boundaries of all Members, excluding any portion of the Basin covered by a valid notice from another, non-Member local public agency if the failure to exclude would result in overlapping applications as contemplated by Water Code Section 10723.8(c). Notwithstanding the foregoing, the Authority may elect to include overlapping areas in a subsequent amended notice filed with DWR so long as that application does not substantially impair the ability of the Authority to fulfill its purpose while the application is pending.

3.3 NOTICE TO DWR BY MEMBERS. Within thirty (30) days of a public hearing held by the Authority pursuant to Water Code Section 10723.(b) where the Authority decides to become a GSA within the Basin, any Member that previously notified the California Department of Water Resources (DWR) of its intent to be a GSA in the Basin (“Original Notice”) pursuant to Water Code Section 10728.3 shall formally notify DWR, in writing, of its intent to withdraw or rescind such notification in order to allow the Authority to become the exclusive GSA for the area of the Basin covered by that Original Notice (“Rescission Notice”). Said Rescission Notice shall be expressly contingent upon the Authority becoming the exclusive GSA for the areas of the Basin covered by the Original Notice.

**4 GSP BUDGET, ADOPTION, AND MANAGEMENT AREAS:**

4.1 GSP DEVELOPMENT BUDGET. Notwithstanding any provision herein to the contrary, within six months of the formation of the Authority, the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority’s initial budget for development of the GSP over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the “GSP Development Budget”). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions as discussed in Article IV below.

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a ministerial act of the Board

of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

4.2 GSP ADOPTION, MODIFICATION, OR ALTERATION. The Board of Directors shall adopt a GSP for the area within the GSA formed by the Authority. The Board of Directors may modify or alter the GSP as necessary or appropriate.

4.3 GSP MANAGEMENT AREAS. To the extent permitted under SGMA, the GSP may provide for discrete areas within the GSA boundary in which the GSP is implemented and managed by at least one Member and/or Associate (a “GSP Management Area”). GSP Management Areas shall be created based on hydrological conditions (e.g. identifiable and logical sub-basins) that may or may not correspond to geopolitical boundaries. It is unlikely that a GSP Management Area will be restricted to any specific jurisdictional boundaries of a GSA Member and/or Associate. The creation of a GSP Management Area requires a majority of the votes of the Directors appointed by the Members and Associates. While Management Areas may provide for different requirements than other areas within the GSP, such requirements shall not conflict with the GSP. Unless otherwise agreed to by the Members, significant additional costs beyond the typical baseline costs for development and/or implementation of the GSP to the Basin as a whole that are attributable to the GSA activities within a GSP Management Area shall be borne by the Member(s), Associate(s), and Interested Party(s) that undertake(s) management of the GSP Management Area. Such entities that undertake management of a GSP Management Area shall determine how to allocate such additional costs amongst themselves.

### ARTICLE III

#### OFFICERS AND STAFFING

**1** CHAIR AND VICE-CHAIR: The Board of Directors shall annually elect a Chair and Vice-Chair from among the Members. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

**2** TREASURER AND AUDITOR CONTROLLER: The County of Inyo shall serve as the Fiscal Agent and Treasurer for the Authority unless otherwise directed by a majority of the votes of the Board of Directors. The Fiscal Agent shall be responsible for all money of the Authority from whatever source, shall be the depository and have custody of the money of the Authority, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations,

and this Agreement. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements during the Fiscal Year as designated by the Board. The cost for such services shall be actual costs, including reasonable overhead.

**3 EXECUTIVE MANAGER:** The Board of Directors shall appoint an Executive Manager. The Executive Manager shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Manager so appointed may be an employee of a Member, an employee of the Authority, or an independent contractor. The cost for such services shall be actual costs, including reasonable overhead, as determined by a written agreement with the Authority therefor.

**3.1 EXECUTIVE MANAGER POWERS and DUTIES.** Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

**3.1.1** Consistent with Article II Section 4.1, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.

**3.1.2** To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.

**3.1.3** To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.

**3.1.4** To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.

**3.1.5** To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.

**3.1.6** To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.

**3.1.7** On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.

3.1.8 To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.

3.1.9 To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.

3.1.10 To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

## ARTICLE IV

### MEMBER FUNDING AND VOTING

#### 1 FUNDING CONTRIBUTION:

While funding of the Authority is expected to be shared equally between the Members, Members shall not be required to make a funding commitment prior to entering into this Agreement. Any funding contribution provided through sources other than Members shall reduce the contribution of the Members, pro-rated to their funding commitment for said budgets. All Members shall have an equal ability to provide funding toward the Authority's budgets.

#### 1.1 MEMBER FUNDING OF THE GSP DEVELOPMENT BUDGET.

The Authority shall cause to be placed on the agenda of the Board meeting immediately following the meeting at which the GSP Development Budget is adopted (as required by Article II Section 4.1 above,) the matter of each Member's financial contribution commitment toward funding the multi-year GSP Development Budget. Said meeting shall be referred to herein as the "GSPDB Funding Meeting." Each Member shall make a legally binding commitment of its financial contribution toward the multi-year GSP Development Budget at the GSPDB Funding Meeting. The funding commitment made at the GSPDB Funding Meeting shall set the Member's maximum financial contribution to the GSP Development Budget. Members may continue this item to a later meeting so long as the continuance does not substantially impair the ability of the Authority to fulfill its purpose while the matter is pending.

The GSP Development Budget is expected to be reviewed and adjusted annually during the development of the GSP. Should the GSP Development Budget be subsequently modified by a majority of the votes of the Directors appointed by the Members and Associates in a manner that does not result in an increase to the dollar amount greater than the originally adopted GSP Development Budget, all funding commitments may be adjusted in a manner that maintains the Member's funding

commitment as a percentage of the total GSP Development Budget. Should the GSP Development Budget be so modified in a manner that results in an increase to the dollar amount greater than the originally adopted GSP Development Budget, the Authority shall hold another GSPDB Funding Meeting at which the Directors appointed by Members shall determine how, if at all, a Member's and/or Associate's maximum contribution will increase. A Member unwilling or unable to fund its proportional share of the increase shall have its votes adjusted accordingly based on the formula in Article IV Section 2.1.3.

Members shall be classified as a "Funding Member," a "Partial-Funding Member," "Non-Funding Member" or an "Extra-Funding Member" as set forth immediately below.

*1.1.1 Funding Member:* Any Members that commit to funding **1/[total number of Members]** of the GSP Development Budget shall be classified as a Funding Member. For example, if there are four Members at the time of the GSPDB Funding Meeting, then a Funding Member would commit itself to funding **1/4** of the GSP Development Budget.

*1.1.2 Partial-Funding Member:* Any Member that commits to funding some amount less than **1/[total number of Members]**, but more than zero, shall be classified as a Partial-Funding Member.

*1.1.3 Non-Funding Member:* Any Members that do not commit to funding any portion of the GSP Development Budget shall be classified as a Non-Funding Member.

*1.1.4 Extra-Funding Member:* Any Members that commit to funding greater than **1/[total number of Members]** of the GSP Development Budget shall be classified as an Extra-Funding Member.

**1.2 MEMBER FUNDING LEVELS FOR ANNUAL BUDGETS.** After the GSP is developed, the Authority will adopt Annual Budgets to implement the GSP and/or otherwise fund its operations. Any costs incurred in the operation of the GSA prior to adoption of the GSP shall be accounted for in the GSP Development Budget. The matter of each Member's funding contribution commitment toward funding of all non-GSP Development Budget annual budgets shall be placed on the agenda of the Board meeting immediately following the meeting at which the respective annual budget is adopted by the Board. Said meetings shall be referred to herein as the "Annual Budget Funding Meetings." Each Member shall make a legally binding commitment of its funding contribution toward said annual budgets at the Annual Budget Funding Meetings. Members shall then be (re-)classified in a manner consistent with the process set forth in Section 1.1 above.

1.3 EQUAL FUNDING OPPORTUNITY. For the purpose of determining voting shares, if, after all Members make their respective funding commitments, the decision by a Member or Members to be a Partial-Funding Member or Non-Funding Member, results in funding commitments being less than the outstanding amount of funding needed cover expenses in the GSP Development Budget (the "Funding Shortfall"), any Member making a binding commitment to be a Funding Member will have the equal opportunity to become an Extra-Funding Member by making an additional binding funding commitment toward the Funding Shortfall. This process of providing additional funding by Funding Members who choose to become Extra-Funding Members shall continue until the Funding Shortfall is reduced to zero (0) through additional binding contributions. In this manner, all Members who become Funding Members will have an equal opportunity to become Extra-Funding Members with equal standing in terms of voting shares.

**2** VOTES: The affirmative vote of a majority of the Board voting share shall be required for the approval of any Board action.

2.1 MEMBER VOTE SHARES. Each Member shall have the specific number of votes during said budget cycles as follows:

2.1.1 Funding Members shall each have four (4) votes.

2.1.2 Non-Funding Members shall each have two (2) votes.

2.1.3 Partial-Funding Members and Extra-Funding Members shall each have the following vote share:

$$V = 2 + 2MC/B$$

- V is the number of votes a Member has;
- M is the number of Members;
- C is the Members monetary contribution toward the total budget; and
- B is the total budget.

2.2 ASSOCIATE & INTERESTED PARTIES VOTE SHARES. Associates and Interested Parties shall have the specific number of votes during all budget cycles as provided for in Article V, provided, however, that in no event shall Members collectively have less than 70% of the total voting share of the Authority. Should the votes allocated to Associates and Interested Parties result in the Members receiving less than 70% of the total voting share of the Authority, the Members shall be allocated the number of additional votes that will equate to an aggregate 70% of the voting share of the

Authority. Said additional votes shall be distributed to the Members consistent with their funding status.

## ARTICLE V

### ASSOCIATES AND INTERESTED PARTIES

#### 1 ASSOCIATES:

1.1 APPLICATION TO BECOME AN ASSOCIATE. It is the Authority's intention to include certain entities, to the extent allowed by law and approved by the Authority's Directors appointed by its Members, in the sustainable management of groundwater within the Basin. To that end, only Directors appointed by the Members may vote to approve an application from an entity requesting to participate as an Associate in the GSA and/or GSP as permitted by the Act, SGMA, this Agreement, and any by-laws adopted by the Authority. The application shall be on a form developed by the Authority and shall include substantially the same types of information required as if the entity was filing to become a GSA. In the event an application is deemed incomplete, the Authority shall notify the entity in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Associate status shall be consistent with the express requirements of this Agreement and subject to approval by the Directors appointed by the Members.

#### 1.2 GENERAL REQUIREMENTS.

1.2.1 *Eligibility.* Generally speaking, Associate Board seats and corresponding voting powers are intended to be made available to federally recognized tribes within the Basin, a Federal Agency, the Los Angeles Department of Water and Power, and a limited number of mutual water companies representing themselves independently or in association with other mutual water companies. To be eligible to become an Associate of the Authority, the applicant must be eligible to "participate" in the GSA and/or GSP under SGMA and the Act. No Associate shall be another GSA, or part of another GSA by agreement, within the Basin.

1.2.2 *Inclusion of new areas within the GSA.* To the extent an entity applying for Associate membership owns and/or controls any areas of the Basin that are not within the Authority's GSA boundary and/or are exempt from the SGMA, the entity must have the authority, and shall agree, to subject any such areas to the Authority's jurisdiction, including, but not limited to, implementation of any GSP requirements, and funding the Authority's costs to implement the GSP within such areas, unless otherwise agreed to by a majority of the Members. Such areas may be designated as a Management Area pursuant to Article II Section 4.3.

1.3 SPECIAL REQUIREMENTS. The following special requirements are in addition to any general requirements:

1.3.1 *Tribal Participation.* Tribes may be eligible to participate as authorized by Water Code Section 10720.3(c). To be eligible to participate as an Associate of the Authority a tribe must be federally recognized and have sovereign lands within the Basin.

1.3.2 *Federal Agency Participation.* While there are multiple Federal Agencies potentially eligible to become an Associate, there shall be a maximum of one Associate Board seat available for those Federal Agencies collectively. If the Federal Agencies are unable to agree on which agency among them is best suited to be an Associate of the Authority those agencies shall file competing applications to become the federal Associate of the Authority.

1.3.3 *LADWP.* The Los Angeles Department of Water and Power's participation in the GSA as an Associate shall be conditioned on its providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members, and providing information deemed relevant to the preparation and implementation of the GSP. The GSP shall only otherwise apply to LADWP water management activities to the extent the City of Los Angeles and Inyo County agree that the GSP requirements do not directly conflict with the Water Agreement.

1.3.4 *Mutual Water Companies.* While there are multiple mutual water companies and/or corporations regulated by the PUC (collectively referred to as "mutual water companies") potentially eligible to be an Associate, there shall be a maximum of three available Associate seats for those mutual water companies collectively. If the mutual water companies are unable to agree on which company(s) among them are best suited to be an Associate, those mutual water companies, or groups thereof, shall file competing applications to become an Associate of the Authority. Any such participation in the GSA as an Associate shall be conditioned on their providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members.

1.3.5 *Additional conditions.* Additional conditions required for Associates may be established by a majority of the votes of the Directors appointed by the Members.

## 1.4 ASSOCIATE BOARD APPOINTMENTS AND VOTES.

1.4.1 *In General.* All Associates shall appoint one Primary Director and one Alternate Director (sometimes referred to herein as a "Director") to the Board of Directors. The Alternate Director shall serve and assume the rights and duties of the



Primary Director when the Primary Director is unable to attend a Board of Directors meeting. Directors shall serve at the pleasure of the governing body appointing them and may be removed at any time, with or without cause, in the sole discretion of the Associate's governing body or equivalent thereof. Each Director shall hold office until his/her successor is selected by the Associate and the Authority has been notified of the succession in writing. Votes shall be allocated to Associates and available as follows:

1.4.2 Tribes. Each tribal Associate shall have two (2) votes.

1.4.3 *Federal Agency Votes*. The Federal Agency Associate shall have two (2) votes.

1.4.4 *LADWP*. The LADWP Associate shall have four (4) votes.

1.4.5 *Mutual Water Companies*. Each mutual water company Associate shall have two (2) votes.

## **2 INTERESTED PARTIES:**

2.1 IN GENERAL. The Authority intends to allow other entities that are ineligible to become an Associate, or whose applications to become an Associate have been denied, or that choose not to be an Associate, to participate as an Interested Party as provided for by SGMA section 10727.8 and this Agreement. Those eligible to become an Interested Party are listed on Exhibit B to this Agreement, and shall not also be an Associate, or part of a group already represented on the Authority by an Associate. The Authority shall provide for four (4) seats on its Board of Directors held by representatives of Interested Parties. The (4) four Interested Parties' Director seats shall be selected by the Directors appointed by the Members. Each Director appointed as an Interested Party Director shall have one vote, except as otherwise specified herein.

2.2 APPLICATION TO BECOME AN INTERESTED PARTY. The application shall be on a form developed by the Authority. The application shall include substantially the same types of information required as if the entity was filing to become a GSA or as otherwise relevant to the applicant's interest in the Basin. In the event an application is deemed incomplete, the Authority shall notify the entity or individual in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Interested Party status shall be consistent with the express requirements of this Agreement and subject to approval by a majority of the votes of Directors appointed by the Members and Associates.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

#### 1 WITHDRAWAL & TERMINATION:

1.1 WITHDRAWAL OF A MEMBER. A Member may not withdraw from this Agreement after conclusion of the GSPDB Funding Meeting until the GSP is approved for implementation. After the GSP is approved for implementation, any Member may withdraw from this Agreement upon written notice given (3) three months prior to the adoption of the next annual budget. Any such withdrawal shall not become effective until the later of the end of the fiscal year within which the withdrawal notice was provided or when a replacement GSP has been adopted and implemented for any areas that would otherwise become unmanaged by virtue of the Member's withdrawal. The withdrawal of one or more Members shall not terminate this Agreement or result in the dissolution of the Authority. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal of any Member, and the Authority shall remain in operation provided that there are at least two Members remaining in this Agreement.

1.2 WITHDRAWAL OF ASSOCIATE. Any Associate may withdraw from this Agreement upon three months' written notice, effective the following fiscal year.

1.3 WITHDRAWAL OF INTERESTED PARTY. Any Interested Party may withdraw from participation one months' written notice.

1.4 DISPOSITION OF ASSETS UPON WITHDRAWAL. Any asset received or otherwise acquired by the Authority shall remain the Authority's asset upon withdrawal of any Member, Associate or Interested Party.

1.5 TERMINATION OF PARTICIPATION. The Directors appointed by Members may vote to terminate the formal participation of any Associate or Interested Party in their sole discretion. A majority of the Members may also terminate any other Member for cause including, but not limited to, the failure to meet its obligations as set forth in this Agreement or as otherwise may be required. In the event of a termination, this Agreement shall continue in full force and effect among the remaining members as set forth immediately below.

1.6 ONGOING OBLIGATIONS. Any withdrawal or termination of a Member, Associate, or Interested Party shall not relieve it of its financial obligations (including, but not limited to, indemnity obligations, capital costs, debt obligations, CalPERS unfunded Liability, or any net operations and maintenance costs resulting from such withdrawal) arising under this Agreement prior to the effective date of the withdrawal or termination.

**2 OBLIGATIONS AND AUTHORITY:** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Members.

**3 LIABILITY OF THE PARTIES:** No debt, liability, or obligation of any one Member, Associate, or Interested Party shall constitute the debt, liability, or obligation of any of the other Member, Associate, or Interested Party. The Authority created hereunder shall indemnify and hold harmless the Members, Associates, and Interested Parties, and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a Member, Associate, or Interested Party, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

**4 DISSOLUTION.** The Authority may be dissolved at any time upon the unanimous vote of the Directors appointed by the Members and approval of the Members' governing boards. However, the Authority shall not be dissolved until all debts and liabilities of the Authority have been eliminated. Upon dissolution of the Authority, each Member shall receive its proportionate share of any remaining assets after all Authority liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

**5 DESIGNATION OF SUCCESSOR OR ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Members. Any successor or assignee of a Member must be eligible to form a GSA as set forth by the SGMA at Water Code § 10723.6(a), must incur all responsibilities of the original Member under this Agreement and must be approved by a majority of the Board of Directors.

**6 SUCCESSOR ENTITY:** If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Board of Directors to be a "successor entity," that entity or entities shall receive title to all property held by the Authority pursuant to this Agreement.

**7 NO SUCCESSOR ENTITY:** Upon termination of the Authority, with no successor entity, all assets and funds, including the proceeds of the sale of property, in the possession of the Authority after payment and/or satisfaction of all lawfully incurred

obligations of the Authority, shall be returned to the members in proportion to their contribution in a manner consistent with Section 1.4 above.

**8** **AMENDMENTS**: This Agreement may only be amended by a written amendment approved by the governing bodies of all Members.

**9** **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.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

[SIGNATURE BLOCKS]

DRAFT

**EXHIBIT A**  
**POTENTIAL MEMBERS**

- 1 BIG PINE CSD
- 2 CITY OF BISHOP
- 3 COUNTY OF INYO
- 4 COUNTY OF MONO
- 5 EASTERN SIERRA CSD
- 6 INDIAN CREEK-WESTRIDGE CSD
- 7 LONE PINE CSD
- 8 KEELER CSD
- 9 SIERRA HIGHLANDS CSD
- 10 SIERRA NORTH CSD
- 11 STARLITE CSD
- 12 TRI-VALLEY WATER MANAGEMENT DISTRICT
- 13 WHEELER CREST CSD

DRAFT

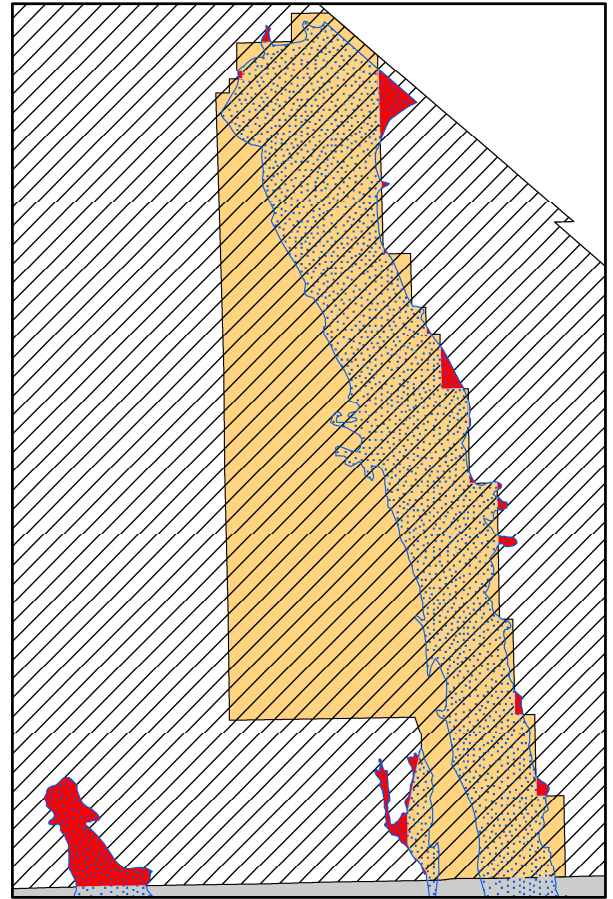
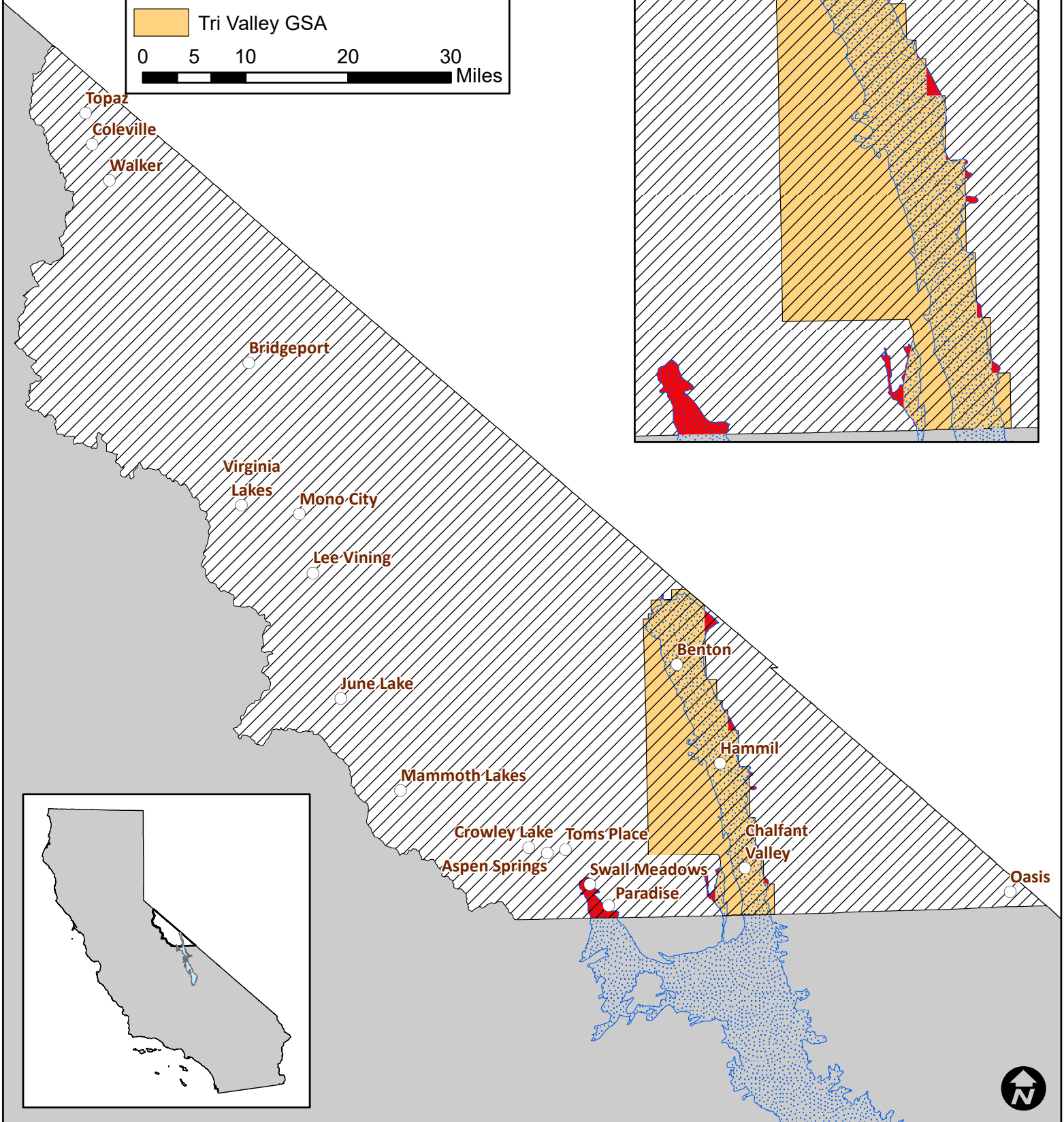
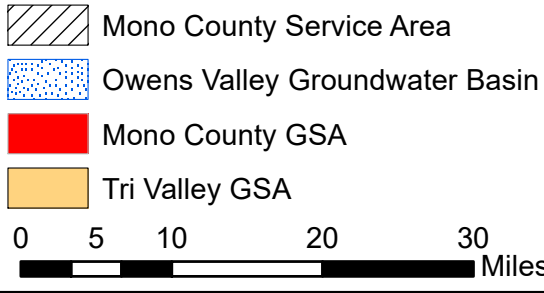
**EXHIBIT B**  
POTENTIALLY ELIGIBLE INTERESTED PARTIES

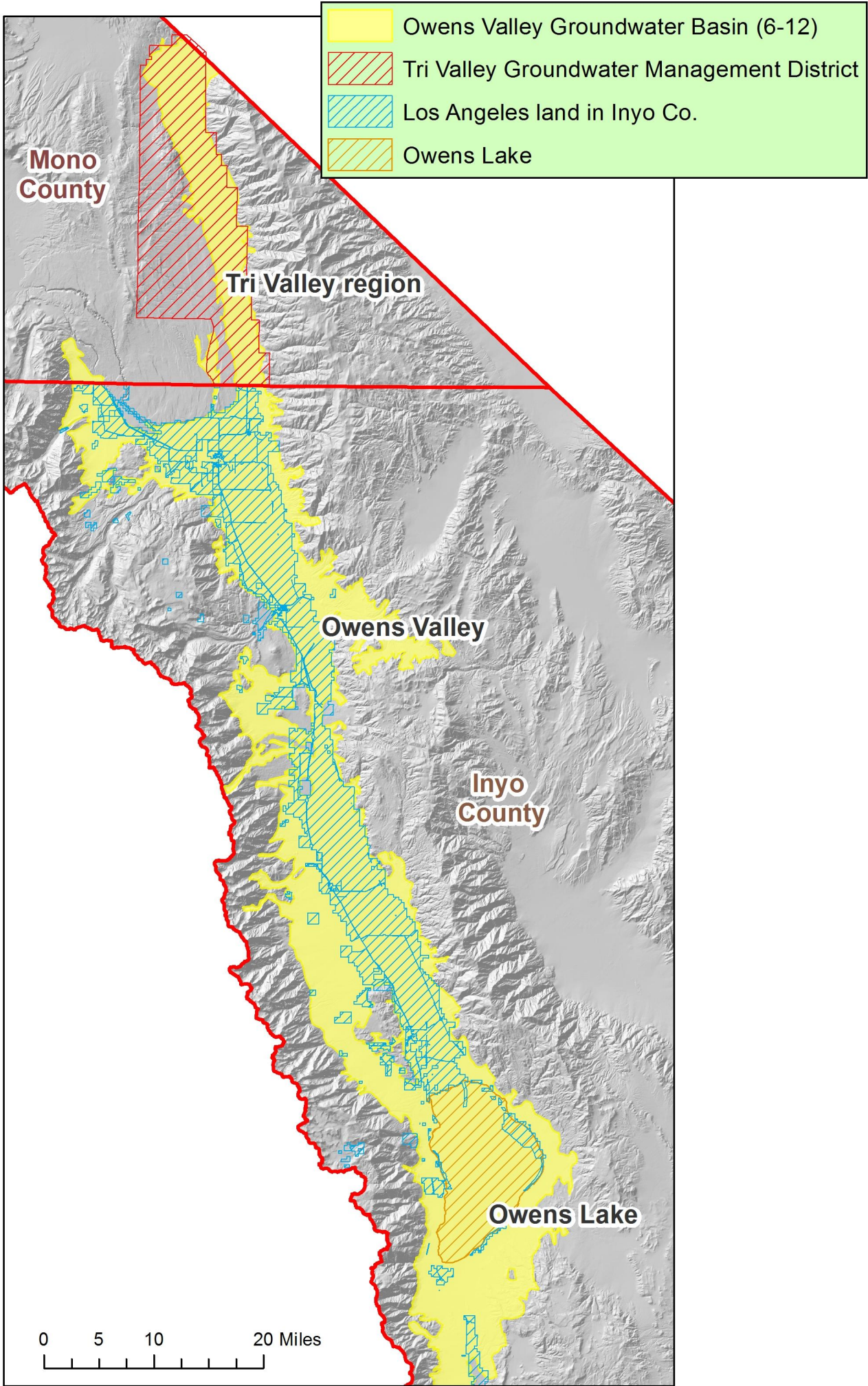
- 1 Agricultural Businesses
- 2 Disadvantaged Communities Not Already Represented
- 3 Domestic Well Owner Groups
- 4 Environmental Organizations
- 5 Environmental Users
- 6 Federal Agencies
- 7 Mutual Water Companies
- 8 Non-Agricultural Businesses with private wells
- 9 Public Water Systems
- 10 State Agencies
- 11 Tribes
- 12 Others as set forth in SGMA section 10727.8

DRAFT

# Mono County Service Area and GSA

## Legend









OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 2017

**Departments: Finance, Elections**

**TIME REQUIRED** 15 minutes (10 minute presentation;  
5 minute discussion) **PERSONS APPEARING** Janet Dutcher

**SUBJECT** Treasury Loan for Purchase of  
Election Equipment **BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Finance the purchase of the new election equipment from Dominion Voting Systems, Inc. with a 5-year Treasury loan so as to preserve the county's eligibility under AB 668, Voting Modernization Bond Act of 2018, which in its current form qualifies the county for reimbursement but only if we continue to make payments on the date that the legislation becomes effective.

### RECOMMENDED ACTION:

1. Approve the use of a Treasury Loan to fund the purchase of the new election equipment. 2. Authorize the County Administrator to sign the loan agreement for the Treasury Loan.

### FISCAL IMPACT:

The fiscal impact would be \$47,937 annually. The interest cost of this loan is \$15,687, which is considerably less than the cost to lease the equipment from the vendor. Interest cost will be less if an opportunity arises to pay off the loan early.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Loan agreement</a>

History

Time

Who

Approval

7/2/2017 7:05 AM	County Administrative Office	Yes
7/5/2017 6:03 PM	County Counsel	Yes
7/5/2017 5:28 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Gerald A. Frank  
Assistant Finance Director  
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM  
Finance Director

Stephanie Butters  
Assistant Finance Director  
Auditor-Controller

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

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

**Date:** July 11, 2017  
**To:** Honorable Board of Supervisors  
**From:** Finance: Janet Dutcher, Gerald Frank  
**Subject:** Election Equipment Treasury loan

### **Actions Requested:**

1. Approve the use of a Treasury Loan to fund the purchase of the new election equipment.
2. Authorize the County Administrator to sign the loan agreement for the Treasury Loan.

### **Discussion:**

On May 2, 2017, the Board of Supervisors approved the purchase of Dominion's Imagecast Central and Evolution Elections equipment in the amount of \$212,850, which was to be funded through the use of contingency funds. Since then, there has been new legislation proposed which would reimburse these purchases through a State Grant to qualifying Counties. One qualification, is that the county is continues to make payments on the purchased election equipment after the date the new legislation is enacted. In order to meet this requirement and to preserve the County's eligibility for future funding, we recommend the county purchase the new election equipment through the use of a treasury loan.

The terms of the recommended treasury loan are as follows:

- 5 Year Term
- 2.5% annual Interest Rate
- 10 - Semi-annual Payments of \$23,968.67
- Loan can be paid in full at any time after 3 months

### **Fiscal Impact:**

The fiscal impact would be \$47,937.34 annually. The interest cost of this loan is \$15,687, which is considerably less than the cost to lease the equipment from the vendor. Interest cost will be less if an opportunity arises to pay off the loan early.

# LOAN AGREEMENT

Acknowledgement of Debt.

## **1. Parties**

This Loan Agreement is made between:

County of Mono, PO Box 556, Bridgeport, CA 93517 (Borrower)

And

County of Mono Treasury Pool, PO Box 495, Bridgeport, CA 93517 ("the Lender"), together known as the "Parties".

## **2. Date of Agreement:**

This Agreement is effective \_\_\_\_\_

## **3. Period of Loan:**

This loan shall endure for a period of 5 years calculated from the Date of Agreement

## **3. Loan Amount:**

The Borrower promises to pay to the Lender \$224,000.00 and Interest as well as other charges outlined below.

## **4. Interest:**

The Borrower shall be obliged to pay interest at the rate of 2.5 percent (%) per annum, the "Interest", such interest to be paid together with the principal payment on a semi-annual basis.

## **5. Prepayment:**

The Borrower shall be entitled to pay the full balance of capital and interest at any time after 3 months from the date of this agreement. In any such event interest shall be calculated up to the date of payment.

## **6. Late Charge:**

Any payment not remunerated within 10 days of its due date shall be subject to a belatedly charge of 5 percent (%) of the payment.

## **7. Default:**

If Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge Borrower interest on the unpaid balance at 18 percent (%) per year, calculated up to the date of payment.

## **8. Insolvency:**

The full balance of the capital and interest shall become payable immediately if the Borrower becomes Insolvent.

## **9. Severance.**

Any provision of this Deed that is invalid or unenforceable will be read down where possible so as to be valid and enforceable, or, if that is not possible, will be severed from this Agreement to the extent of its invalidity of unenforceability, without affecting the remaining provisions, which will remain binding on the Parties.

## **10. Dispute Resolution.**

Where any dispute arises among the Parties as to the performance or interpretation of this Deed, the Parties will resolve the dispute in the following manner:

1. First, the Party raising the dispute must notify immediately the other Party of the dispute, providing a reasonable amount of information about the nature of the dispute.

2. Second, the Parties will meet as soon as possible, in person or by video conferencing, and attempt to resolve the dispute by discussion.
3. Third, if such negotiation fails, the Parties will refer the dispute to a mutually acceptable mediator, as soon as possible, to be resolved in accordance with an accepted code of mediation practice, and if they are unable to agree on a mediator then a relevant officer of the Institute of Mediators and Arbitrators Australia or a similar body must be requested to select a mediator for the Parties.
4. Fourth, except for urgent injunctions, only after steps (1) to (3) have been followed may a Party resort to litigation.

**11. Payments:**

All semi-annual payments due from the Borrower to the Lender under this Agreement will be made by a Journal Entry into the General Ledger. The Payment schedule is listed below, with the first payment coming due on \_\_\_\_\_ and the last payment due on \_\_\_\_\_.

Payment Number	Payment	Interest	Principal	Balance
				\$224,000.00
1	\$23,968.69	\$2,800.00	\$21,168.69	\$202,831.31
2	\$23,968.69	\$2,535.39	\$21,433.30	\$181,398.01
3	\$23,968.69	\$2,267.48	\$21,701.21	\$159,696.80
4	\$23,968.69	\$1,996.21	\$21,972.48	\$137,724.32
5	\$23,968.69	\$1,721.55	\$22,247.14	\$115,477.18
6	\$23,968.69	\$1,443.46	\$22,525.23	\$92,951.96
7	\$23,968.69	\$1,161.90	\$22,806.79	\$70,145.16
8	\$23,968.69	\$876.81	\$23,091.88	\$47,053.29
9	\$23,968.69	\$588.17	\$23,380.52	\$23,672.77
10	\$23,968.67	\$295.91	\$23,672.76	\$0.00

**12. Entire Agreement:**

The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of the contract shall be of any force and effect unless done in writing and signed by both parties.

**Execution**

Executed by both Parties on \_\_\_\_\_

\_\_\_\_\_  
County of Mono Treasury Pool (Lender)

\_\_\_\_\_  
County of Mono (Borrower)

BY: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** July 11, 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

### 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** July 11, 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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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History

Time

Who

Approval