



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting

May 21, 2013

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

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : lroberts@mono.ca.gov.

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

9:00 AM **Call meeting to Order**

Pledge of Allegiance

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

Approximately thru
10:30 a.m. **CLOSED SESSION**

BOARD OF SUPERVISORS

- 1a) **Closed Session - Animal Control Director** - PUBLIC EMPLOYMENT. Government Code Section 54957. Title: Animal Control Director.
- 1b) **Closed Session - CAO Position** - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.
- 1c) **Closed Session - Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Verizon California Inc. v. California State Board of Equalization, et al.
- 1d) **Closed Session - Conference with Real Property Negotiators** - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: APN: 015-010-065 ("Rodeo Grounds"). Agency negotiators: Supervisors Johnston and Alpers. Negotiating parties: Mono County and Intrawest. Under negotiation: price and terms of payment.
- 1e) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Lynda Salcido. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

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

2) **APPROVAL OF MINUTES**

A. Approve minutes of the Regular Meeting held on May 7, 2013.

3) **BOARD MEMBER REPORTS**

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

Approximately 10 Minutes **COUNTY ADMINISTRATIVE OFFICE**

- 4) CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

10:30 a.m. Approximately 15 minutes **DEPARTMENT REPORTS/EMERGING ISSUES** (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5
minutes for
Consent Items

CONSENT AGENDA

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

CLERK OF THE BOARD

- 5a) **Appointment to the First 5 Commission** - In accordance with Mono County Code, under the membership category for the First 5 Mono County Commission, Karin Humiston wishes to serve on the Commission. The commission is requesting that Karin Humiston be appointed to serve a subsequent three year term commencing on May 21, 2013 and expiring on May 20, 2016.

Recommended Action: Appoint Karin Humiston to the First 5 Mono County Commission for a three year term commencing on May 21, 2013 and expiring on May 20, 2016.

Fiscal Impact: None.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 6a) **Appointment of Mono Basin Regional Planning Advisory Committee Member** - Appointment of Mono Basin Regional Planning Advisory Committee (RPAC) Member, replacing resigned member Molly Desbaillets.

Recommended Action: Appoint one new member, Tim Hansen, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

Fiscal Impact: No fiscal impacts are expected.

PUBLIC WORKS - FACILITIES DIVISION

- 7a) **CAPP Grant - Solar** - Approximately 10 acres of revegetation was completed at the Lee Vining Airport last fall. The site is being monitored for water and wind erosion and revegetation establishment and will be re-evaluated this summer and fall to determine whether additional steps need to be taken and, if so, what the most cost effective options are. Revegetation treatments can cost up to \$20,000/acre, so \$10,000 would only allow for revegetation of a small area. While staff believes that this is a good project, it would be a more efficient use of these grant funds to consolidate them into the solar project. Staff is requesting approval to transfer the \$10,000 to the Solar Feasibility Study fund to assist in the potential design, supply, and installation of approximately two solar panel systems at the Crowley Lake and Lee Vining Community Centers. Staff determined these two smaller County buildings as optimal for the first solar panel projects due to their regular/daily electrical usage, building size, and newer building facilities.

Recommended Action: Approve the reallocation of \$10,000 from the Lee Vining Airport Soils Stabilization Project to the Solar Feasibility Study fund and approve the use of Solar Feasibility Study funds for use on the design, supply, and installation of solar panel projects. Provide any desired direction to staff.

Fiscal Impact: No general fund impact. \$44,680 CAPP Grant Funds.

ECONOMIC DEVELOPMENT

- 8a) **Request for Funding from the Fish & Game Fine Fund** - Request for Funding from the Fish & Game Fine Fund for stocking trout at the 26th Annual Kid's Fishing Festival on July 27, 2013. The request qualifies for funding from the Fine Fund under Fish and Game Code section 13103(d), for purchasing of fish to be released into waters open to the public.

Recommended Action: Approve or deny requested fund expenditure of \$1,000 from the Fish & Game Fine Fund.

Fiscal Impact: If approved, fiscal impact to the Fine Fund will be \$1,000. The current balance in this fund is \$19,697.65.

SHERIFF CORONER

- 9a) **Sheriff's Department Renewal of Annual Operating and Financial Plan for Controlled Substances** - This is an ongoing contract that gets renewed each year. This agreement supports the operation to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension, and prosecution of suspects engaged in these activities.

Recommended Action: 1. The Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the U.S. Department of Agriculture, Forest Service regarding Annual Operating and Financial Plan for Controlled Substances 2013. 2. The Chairman of the Board of Supervisors to sign the above-mentioned contract. 3. Authorize Sheriff Ralph Obenberger to sign said contract.

Fiscal Impact: We will receive up to \$11,408 under this contract as reimbursement for assisting with suppression, etc. There is no impact to the general fund.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

10a) Gaasch Letter Regarding Animal Control Director - Correspondence dated May 13, 2013 from Lee Gaasch of Mammoth Lakes regarding the Animal Control Department, the resignation of Nancy Boardman and the refilling of her position.

10b) Forest Service Plan Revision Information - Letter from Ed Armenta, Forest Supervisor, regarding a series of upcoming meeting to continue dialogue and receive input from the public for the Forest Plan Revision process.

BOARD OF SUPERVISORS

11a) Ombudsman Advocacy Services of Inyo-Mono (Board of Supervisors) - Resolution of Appreciation acknowledging services that have been provided by the Ombudsman Advocacy Services of Inyo-Mono.
10 minutes

Recommended Action: Approve resolution.

Fiscal Impact: None.

11b) Inyo National Forest Plan Revision Update (Jon Regelbrugge, District Ranger) - Presentation regarding Informational Update on the Forest Plan Revision (FPR) for the Inyo National Forest. This item is being sponsored by Chairman Hunt.
30 minutes

Recommended Action: None. Informational only.

Fiscal Impact: None.

AGRICULTURAL COMMISSIONER

12a) Unanticipated Gas Tax Revenue Funding Request (George Milovich, Agricultural Commissioner) - The Agricultural Commissioner's department received unanticipated gas tax revenue in the amount of approximately \$58,685.50. The Agricultural Commissioner is requesting that these funds be set aside for future use to construct a building to house this department.
10 minutes

Recommended Action: Authorize unanticipated gas tax revenue, in the approximate amount of \$58,685.50 to be set aside for the Agricultural Commissioner's Department for future use to construct a building for this department.

Fiscal Impact: Reduced cash in the General Fund of \$58,685.50 for FY 2012/2013.

12b) 2012 Crop Report (George Milovich, Agricultural Commissioner) - Presentation of the 2012 Crop Report for Inyo and Mono Counties by Agricultural Commissioner, George Milovich.
10 minutes

Recommended Action: None. Informational Only.

Fiscal Impact: None.

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

FINANCE

Additional Departments: County Counsel

13a) Enhanced Court Revenue Collection Presentation (Hector Gonzales, Court Executive Officer) - Presentation by Hector Gonzales regarding enhanced court revenue collections of delinquent accounts and consideration of a possible MOU enabling the court to make collections.
15 minutes

Recommended Action: None. Informational only.

Fiscal Impact: None at this time.

COUNTY COUNSEL

Additional Departments: IT

- 14a)** **Status update regarding IT services for Town** (Marshall Rudolph, Clay Neely) - Oral report regarding status of contract negotiations for the County to provide Information Technology services to the Town of Mammoth Lakes.

10 minutes

Recommended Action: Provide any desired direction to staff.

Fiscal Impact: None.

PROBATION

- 15a)** **Community Corrections Partnerships Allocations** (Karin Humiston, Chief of Probation) - The Community Corrections Partnership Executive Committee (CCP) has recommended appropriations for proposals regarding the usage of a one-time funding source as well as a continual funding source under AB109 with the fiscal structure in 2012 by SB2010. Government Code Section 30029.05 specifies the share of the funds that each county receives. (See staff report for additional details.)

10 minutes

Recommended Action: Authorize the Board of Supervisors to add one (1) Deputy Probation Officer position allocation to the Probation Department; authorize the Board of Supervisors to reclassify one (1) Deputy Probation Officer II to a Deputy Probation Officer III as proposed for the one-time funding source as well as the continued funding source under AB109 with the fiscal structure in 2012 by SB2010.

Fiscal Impact: The total cost of proposed changes is \$108,076. The General Fund will not be impacted and these proposals would take effect FY 2013/2014. The addition of the DPO I/II is funded entirely with AB109 monies and expected to cover consecutively. The allocated cost of the DPO I/II with ERE is \$93,076. The Reclassification of the DPO II to a DPO III is funded entirely with AB109 monies and expected to cover consecutively. The difference in cost from DPO II to DPO III is \$400.20 per month. The total cost of salary and ERE would be \$9,803.31 per month.

PUBLIC WORKS - SOLID WASTE DIVISION

- 16a)** **Renewal and Extension of Solid Waste Parcel Fee for FY 13/14** (Tony Dublino) - Proposed Resolutions: R13- , "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2013-2014" and R13- , "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2013-2014."

10 minutes

Recommended Action: 1. Approve and authorize the Chair's signature on Resolution No. R13- , "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2013-2014." 2. Approve and authorize the Chair's signature on Resolution No. R13- , "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2013-2014." 3. Provide any desired direction to staff.

Fiscal Impact: Approximately \$800,000 in fees and interest.

- 16b)** **Pumice Valley Landfill Permitting** (Tony Dublino) - Presentation by Tony Dublino regarding current permitting efforts and issues at Pumice Valley Landfill.

15 minutes

Recommended Action: Authorize staff to communicate Board position to relevant agencies, and provide any desired direction to staff.

Fiscal Impact: None at this time.

ECONOMIC DEVELOPMENT

- 17a)** **Request for Funding from the Fish & Game Fine Fund** (Dan Lyster) - Request for funding from the Fish & Game Fine Fund to purchase fish food for Conway Ranch. Specifically, the fish food is for use by Inland Aquaculture Group in raising fish for release into waters open to the public and therefore meets the purposes of the Fine Fund as set forth in Fish and Game Code section 13103(d).

15 minutes

Recommended Action: Approve or deny request of \$ 6,869.50 for the purchase of fish food for Conway Ranch.

Fiscal Impact: If approved, the fiscal impact to the Fish & Game Fine Fund will be \$ 6,869.50. The

current balance in this fund is \$ 19,697.65.

17b)

10 minutes

Appointment of Board member to Economic Development Strategic Plan Sub-Committee (Alicia Vennos/Dan Lyster) - The Economic Development Strategic Plan Sub-Committee requires an additional Supervisor to participate in this working group, (to replace former Supervisor Hansen). Currently Supervisor Hunt sits on the Sub-committee. The county-wide Economic Development Strategic plan is being developed by an independent consultant, Strategic Marketing Group, and the Sub-committee's role is to provide feedback, comments, suggestions and direction throughout the process.

Recommended Action: Appoint an additional Supervisor to the Economic Development Strategic Plan Sub-committee.

Fiscal Impact: None.

PUBLIC WORKS - ROAD DIVISION

18a)

20 Minutes

Heavy Equipment Replacement - Priority Vehicles (Jeff Walters) - At the April 9, 2013 Board of Supervisors meeting the Board gave direction to the Department of Public Works to provide a priority-based Heavy Equipment replacement schedule. Exhibit 1 details the costs associated with replacing the highest priority equipment over the next 6 years.

Recommended Action: Hear presentation from the Mono County Department of Public Works regarding a proposed heavy equipment replacement schedule. Provide any desired direction to staff.

Fiscal Impact: None at this time. However, if the equipment is replaced according to the attached schedule total costs would be approximately \$5,215,000 over the next six years.

18b)

15 minutes

MOU's with Inyo County for Snow Removal (Jeff Walters) - In 2009 former Mono County Supervisor Hazard requested Mono County develop an MOU with Inyo County regarding snow removal on portions of Lower Rock Creek Road, Gorge Road and Rock Creek Road all of which have sections in Inyo County as well as Mono County. On January 4, 2011 the Mono County Board of Supervisors authorized Mono County's Public Works Director to negotiate terms of, enter into, and administer two MOU's with Inyo County allowing Mono County to perform snow removal on these roads in Inyo County. Until recently the MOU's have not been signed by Inyo County.

Recommended Action: Authorize the Mono County Public Works Director to sign the MOU with Inyo County. Provide any desired direction to staff.

Fiscal Impact: Depending on snowfall, the costs associated to the Road Fund for snow removal associated with these MOU's could amount to \$3,500 or less each year.

MENTAL HEALTH

19a)

10 Minutes

Renew MarRic Contract (Robin Roberts) - Contract for continued services with MarRic LLC, Transitional and Recovery Residential Treatment Program for ongoing residential care and treatment.

Recommended Action: Approve County entry into proposed contract and authorize Robin K. Roberts, MFT to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Impact to Behavioral Health Department is \$2308.20 per month for current resident. This is offset by the residents partial payment. There is no impact to the General Fund.

BOARD OF SUPERVISORS

20a)

20 minutes

Board of Supervisors Planning Workshop (Board of Supervisors) - The Board of Supervisors will hold a workshop to continue their strategic planning process by prioritizing their projects list. This item was continued from the May 14, 2013, agenda by Supervisor Hunt, Board Chair.

Recommended Action: Review updated projects list from the April 9, 2013, public input workshop. Begin process of prioritizing projects. Provide direction to staff.

Fiscal Impact: None.

ADJOURNMENT

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Closed Session - Animal Control Director | | |

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code Section 54957. Title: Animal Control Director.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

| Time | Who | Approval |
|-------------------|--------------------|----------|
| 5/14/2013 5:32 PM | Clerk of the Board | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 21, 2013 **DEPARTMENT** Board of Supervisors
ADDITIONAL DEPARTMENTS
TIME REQUIRED **PERSONS APPEARING BEFORE THE BOARD**
SUBJECT Closed Session - CAO Position

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 3/14/2013 11:24 AM | County Administrative Office | Yes |
| 5/14/2013 4:33 PM | County Counsel | Yes |
| 3/14/2013 1:26 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

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|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Closed Session - Conference with Legal Counsel | | |

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Verizon California Inc. v. California State Board of Equalization, et al.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Tara McKenzie

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/15/2013 8:45 AM | County Administrative Office | Yes |
| 5/14/2013 5:51 PM | County Counsel | Yes |
| 5/15/2013 9:24 AM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Closed Session - Conference with Real Property Negotiators | | |

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: APN: 015-010-065 ("Rodeo Grounds"). Agency negotiators: Supervisors Johnston and Alpers. Negotiating parties: Mono County and Intrawest. Under negotiation: price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

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|-------------------|--------------------|----------|
| 5/14/2013 5:33 PM | Clerk of the Board | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---------------------------------|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Closed Session--Human Resources | | |

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph and Lynda Salcido. 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: /

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PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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No Attachments Available

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 3/14/2013 11:26 AM | County Administrative Office | Yes |
| 5/8/2013 4:20 PM | County Counsel | Yes |
| 3/14/2013 1:31 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---------------|---|--------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Clerk of the Board |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Board Minutes | | |

AGENDA DESCRIPTION:

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

A. Approve minutes of the Regular Meeting held on May 7, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [05-07-13 Draft](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/15/2013 8:45 AM | County Administrative Office | Yes |
| 5/14/2013 5:47 PM | County Counsel | Yes |
| 5/15/2013 9:48 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 at far right.

Regular Meeting

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

May 7, 2013

| | |
|----------------------|--------------------------|
| Flash Drive | #1009 |
| Minute Orders | M13-97 to M13-108 |
| Resolutions | R13-24 to R13-26 |
| Ordinance | Ord13-01 |

9:04 AM Meeting called to order by Chairman Hunt.

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

Pledge of Allegiance led by Leslie Chapman.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Closed Session: 9:05 a.m.

Break: 10:27 a.m.

Reconvene: 10:34 a.m.

Lunch: 1:30 p.m.

Reconvene: 1:38 p.m.

Break: 3:57 p.m.

Closed session: 4:50 p.m.

Adjourn: 7:00 p.m.

CLOSED SESSION

There was nothing to report out of closed session.

BOARD OF SUPERVISORS

- 1a) Closed Session - IT Director - PUBLIC EMPLOYMENT. Government Code Section 54957. Title: IT Director.
- 1b) Closed Session - Animal Control Director - PUBLIC EMPLOYMENT. Government Code Section 54957. Title: Animal Control Director.
- 1c) Closed Session - Conference with Real Property Negotiators -

Note

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: APN: 015-010-065 ("Rodeo Grounds"). Agency negotiators: Supervisors Johnston and Alpers. Negotiating parties: Mono County and Intrawest. Under negotiation: price and terms of payment.

- 1d) Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.
- 1e) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph. 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.
- 1f) Closed Session - CAO Position - PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Jim Ackles:

- His letter is in correspondence; this is another issue.
- Spoke about property he purchased and values, etc.
- Discussed his experience with Assessor's office; he is not satisfied with customer service received and with letter he received after filing his Assessment Appeal.
- Board suggested he contact County Counsel. John Vallejo, County Counsel, offered to work with Mr. Ackles.

Steve Marti (Fisheries Commission):

- Here to report on a recent Commission meeting; gave brief update.
- Discussed water content levels; very bad numbers. He's very concerned about the levels of water being let in.

2) APPROVAL OF MINUTES

M13-97 Approve minutes of the Special Meeting held on April 2, 2013.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

M13-98 Approve minutes of the Regular Meeting held on April 9, 2013.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

M13-99 Approve minutes of the Regular Meeting held on April 16, 2013.

Note

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

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M13-100 Approve minutes of the Special Meeting held on April 25, 2013.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

3) **BOARD MEMBER REPORTS**

All Board Member Reports were deferred due to time constraints.

COUNTY ADMINISTRATIVE OFFICE

4) CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO)
regarding work activities.

Marshall Rudolph (Acting CAO):

- Deferred due to time constraints.

DEPARTMENT REPORTS/EMERGING ISSUES

Supervisor Hunt:

- Gave update on Lynda Salcido's recovery; it is going to take time for her to heal and be able to travel.

Leslie Chapman:

- Handed out current Financial Statements.
- Issued March 31, 2013; finally got bound copies in.
- Management Report: standard, talks about how findings went. (Stump asked question that Leslie will find answer to.)
- Single Audit Report (A133 – Auditors audit all federal expenditures – findings clean).
- Audit Report (recommended several sections for Board members to read).
- Supervisor Hunt read a letter about economy.

Jeff Walters:

- Tioga Pass – goal is May 11th. This is still the targeted date but last night all three passes closed due to snow.
- He will keep Board updated.
- Park is still handling snow removal and hasn't had to ask for help.

Lynda Roberts:

- Housekeeping item: glitch with wording regarding teleconferencing on Housing Authority agenda. This has been corrected for future meetings.

Bill – SB 391 – Impose \$75 fee on recording real estate documents:

- Would apply to refinances; could be up to an additional \$300 charge to record.
- Discussed possible impacts of this fee.
- The Clerk-Recorder's Association has sent a letter of opposition to this. (The purpose of this bill is to build a fund to help with affordable housing.)
- Wanted Board to review; it is scheduled for a hearing next Monday. If the Board wishes a letter to be drafted stating their position one way or another, she'd be happy to agendize this.
- Board consensus: draft a letter of opposition for next Tuesday.

Garrett Higerd:

- Convict Lake Road Project submitted on April 30th: He's hoping to hear good news.
- There is a lot of work being done on School St. Plaza. Portion of road will be closed for duration; probably at least 30 days.

Note

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- Lee Vining Streets project scheduled to begin by end of this week. Will start on 3rd and 4th streets near Nicely's.
- Rock Creek project also in the works.
- Chalfant Project still to be coordinated; to begin next year.
- Supervisor Stump: very supportive of Garrett's efforts and will do whatever he can to keep things moving forward.

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.)

COUNTY COUNSEL

- 5a) Approve Mammoth Community Water District's Amended Conflict of Interest Code - All local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. However, a local agency should amend its conflict-of-interest code as frequently as circumstances require. As such, the Mammoth Community Water District has amended its 2012 Conflict of Interest Code by Ordinance No. 02-21-13-02 to reflect a new position that has been added to the Code's list of designated employees and seeks approval of its new Conflict of Interest Code by the Mono County Board of Supervisors, its code-reviewing body.

M13-101 **Action:** Approve the new Conflict of Interest Code adopted by the Mammoth Community Water District on February 21, 2013, and direct the Clerk to notify the District's Executive Assistant of the Board's action.
Alpers moved; Johnston seconded
Vote: 5 yes; 0 no

Additional Departments: Public Works

- 5b) ESTA Bus Stop in Chalfant - Request from the Eastern Sierra Transit Authority to install a bus stop at the Chalfant Park on land leased by the County from DWP.

M13-102 **Action:** Authorize the County Administrative Officer to enter into an agreement on behalf of the County with ESTA to install a bus stop at the Chalfant Park on land leased by the County from DWP. Authorize the waiver of any applicable fees for ESTA to install the bus stop.
Alpers moved; Johnston seconded
Vote: 5 yes; 0 no

- 5c) License Agreement re Gateway Landscaping Extension - Proposed license agreement with the Town of Mammoth Lakes, pertaining to an extension of landscaping for the Gateway monument sign.

M13-103 **Action:** Approve County entry into a license agreement with the Town of Mammoth Lakes, pertaining to an extension of landscaping for the Gateway monument sign. Authorize the Board Chair to sign said agreement on behalf of the County.

Note

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Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

Additional Departments: Clerk / Recorder

- 5d) Update To MCC Chapter 3.24 - Second Reading - Proposed ordinance amending sections 3.24.020, 3.24.060, 3.24.080, 3.24.100, 3.24.110, 3.24.120, 3.24.140, 3.24.150, 3.24.160, and 3.24.170, repealing section 3.24.130, and adding sections 3.24.180, 3.24.190, 3.24.200 and 3.24.210 to the Mono County Code pertaining to real property transfer tax.

- ORD13-01 Action:** Adopt Ordinance No. Ord13-01, an ordinance of the Mono County Board of Supervisors amending sections 3.24.020, 3.24.060, 3.24.080, 3.24.100, 3.24.110, 3.24.120, 3.24.140, 3.24.150, 3.24.160, and 3.24.170, repealing section 3.24.130, and adding sections 3.24.180, 3.24.190, 3.24.200 and 3.24.210 to the Mono County Code pertaining to real property transfer tax.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

REGULAR AGENDA

CORRESPONDENCE RECEIVED

(INFORMATIONAL)

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

CLERK OF THE BOARD

- 6a) Department of Alcoholic Beverage Control - Application for Alcoholic Beverage License(s) received from the Department of Alcoholic Beverage Control for The Chalfant Mercantile LLC. For information only.
- 6b) J.W. Ackles Letter - Correspondence dated March 27, 2013 from Mr. J. W. Ackles, a Bridgeport resident, regarding a complaint he has with the Mono County Tax Collector's Office.
- 6c) CalRecycle Letter Regarding Benton Crossing - Information dated April 11, 2013, from CalRecycle regarding the removal of the Benton Crossing Landfill Facility from the inventory of solid waste facilities which violate State minimum standards.
- Supervisor Johnston:**
- Thanked Tony Dublino for all his efforts on this.

The Board acknowledged receipt of the correspondence.

BOARD OF SUPERVISORS

- 7a) Town of Mammoth Lakes--Information Technology Needs (Marianna Marysheva-Martinez, Town Manager; Mayor Matthew Lehman) - Discuss

Note

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the request from the Town of Mammoth Lakes for contractual support of the Town's information technology needs. The Board of Supervisors requested this agenda item.

M13-104 **Action:** Direct staff to prepare and negotiate a long term contract and bring back to board; Authorize Acting CAO to enter into a short term agreement that would allow the Town's emergency items (to be defined by the Acting CAO and the IT Director) to be addressed and completed.

Johnston moved; Hunt seconded

4 yes; 1 no: Fesko

Marianna Marysheva-Martinez, (Town Manager):

- The Town would like to utilize the county IT department and acquire services.
- She is very impressed with the response she has gotten from our IT department.
- Town would like to contract with county for all services and ongoing support.
- Town has some critical needs – servers have failed, email inactivity issues, she desperately needs our help.
- Her requests for today are: 1. direct legal staff and IT staff to work with Town to develop contract. 2. Authorize IT Department to assist with emergency needs relating to server issues; maybe a separate stand alone contract.
- She acknowledges that they've fallen behind in responsibilities; moving forward they plan to make this important.
- She will not recommend the money set aside in their budget for anything else but our IT services, shortfall or not.
- She feels the way local governments do business and how they collaborate with other agencies is the trend of the future.
- They eliminated IT person due to major personnel issues she can't address in a public forum.
- It is her understanding that current IT staffing will address the Town's emergency needs.
- She absolutely could hire an outside consultant for long term; she doesn't want to do that. She thinks County has most expertise.
- Next Town/County Liaison meeting is June 20th - she expects shortly after that meeting there would be public discussions regarding solid waste parcel fees.

Matthew Lehman (Town Mayor):

- He doesn't have much to add; he believes we need to work together to operate more efficiently. He sees this as a good opportunity.
- Asked if Supervisor Stump saw improvement at last Liaison meeting regarding solid waste.

Clay Neely:

- Town has some serious IT issues; old equipment, software, etc.
- There is \$84,000 available in this year's Town budget; we should utilize that now.
- We can't just drop everything that our IT department is doing for our county; we would need to work this in.
- He'd initially start with ordering two servers – to be in place within next month or two.
- The Town will need to purchase a "person" for this job.
- They are already connected on the network. He suggested that we house their servers where we have ours in Mammoth.
- If they do this, he'd have to work in his staff with the Town's needed work.
- County will not break and fall apart if they help the Town.

Note

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Supervisor Hunt:

- How behind is the Town? Long term partnership or temporary?
- He's fully supportive of this.

Supervisor Johnston:

- Pleased Town is finally asking for help.
- Disturbing that critical infrastructure has been ignored for so long; these are basic things that should have been addressed. The Town never had enough staff.
- There is another potential shortfall projected for Town. How will we know the Town is going to have funding for this in the future?
- He'd go with this but will watch actual costs going into it.

Supervisor Fesko:

- Surprised that they let go of their Senior IT person.
- Doesn't believe it's the county's job to provide services to other entities; he thinks our current IT staff is overworked. He doesn't think one additional person is enough.
- He doesn't think any type of delay for our county due to Town services is acceptable. He doesn't see how he can support this at this time.
- Why don't we tie the Solid Waste parcel fee issue with the IT Computer issue?
- This is not against people that live in Mammoth.

Supervisor Stump:

- Appreciates Town asking for assistance.
- County needs long term commitment to secure stability in our solid waste programs (in terms of parcel fee). And, there will be other things that come up in the future.
- He has no problem taking the first step but there needs to be reciprocity. Asked that Mayor please take solid waste fee issue to Council.
- We need to address their emergency needs first and then he'd agree to a long term agreement tying in parcel fees and IT issues.

Marshall Rudolph:

- The item today is only an idea; not an action item.
- This could turn into a contract; this will all have to come back to the board.
- At a minimum, the Board will want full cost recovery.
- Today, as Acting CAO, he could take action and work on the 2-3 month emergency items.
- He would be comfortable allowing IT staff to start working on this on a workload permitting basis; on an agreed-upon hourly basis.
- Agendize placeholder item for May 21 for a check in/update to see where things are at.

Supervisor Alpers:

- He thinks this is a first good start.
- Good opportunity for us to start working together; there is a lot of water under the bridge; need to move forward.
- If not now, when? If not us, who?

INFORMATION TECHNOLOGY

Additional Departments: Town of Mammoth Lakes

- 8a) Request from Town of Mammoth Lakes for a Rule 20A Loan (Ray Jarvis, Town of Mammoth Lakes; Nate Greenberg) - Request from the Town of Mammoth Lakes for a Rule 20A Loan from Mono County's allocation for the purposes of undergrounding approximately 1,200' of a Southern

Note

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California Edison power line along Main Street in Mammoth Lakes.

R13-24

Recommended Action: Adopt proposed resolution #R13-24, authorizing the CAO to enter into an agreement with the Town of Mammoth Lakes to loan the County's rule 20A allocation to the Town for the Main Street / Highway 203 undergrounding project. Direct County staff to work with Town of Mammoth Lakes to assist in moving the Main Street project forward. Further direct County staff to begin work on developing a Rule 20 project for Mono County.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

Nate Greenberg:

- Explained Rule 20A.
- Opportunity to pool allocations for the Town for the Main Street/Highway 203 undergrounding project.

Peter Bernasconi, Assoc. Civil Engineer (Town of Mammoth Lakes):

- Explained the Town's needs for this project.
- Provides cooperation between Town and County; the Town doesn't have enough allocations to complete project.
- In the future the Town could assist the County if needed.
- In regards to Mammoth Times article, there were several misquotes.

Marianna Marysheva-Martinez, (Town Manager):

- Town doesn't have a lot of control over VID process.

Matthew Lehman (Town Manager):

- Problem for too long with town is they get a bag of seeds and eat them; this is slowly changing.

Supervisor Fesko:

- Commended staff for working together.
- Great project – this is a good example of collaboration. He supports this.

Supervisor Johnston:

- In the paper, it sounded like if the County didn't do this, we'd be "bad guys"; he didn't like that.
- Direction town is headed with VID – don't ignore basic infrastructure issues.
- He's supportive of this; it's a high priority.

Supervisor Hunt:

- Supportive of this.

BOARD OF SUPERVISORS

9a)

Digital 395 Report (Michael Ort, Praxis) - In response to a request by the Board of Supervisors, Michael Ort of Praxis will give a progress report and status update about the Digital 395 project.

Action: None.

Taken prior to 7a and 8a.

Michael Ort (Praxis):

- Here to speak about Digital 395 project; and specifically Board's letter from 10 days ago. Email that Nate forwarded regarding response to locations identified in letter.
- With spring weather turning, soil still moist, still waiting for some final decisions from various agencies.

Note

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- They've been working on one contractor to find out about impaction requirements.
- They are committed to restoring everything to the state they found it in or even better.
- There are some areas they can't immediately restore because of moist earth; will hopefully be remedied within 2-3 weeks. They are working with county on this project.
- They've had good luck on this project as far as mishaps. They've had very good safety program with little to no incidents.
- Once restoration is done, certain things could surface but they have a 10-year insurance coverage on this project.
- He is still optimistic about completing on time; extensions will be applied for but mostly for administrative purposes.
- Future Broadband: if County is looking for aerial solutions, he believes it will be hard in the future to depend on pole.
- Pole in June Lake failed adding more attachments to them; will be expensive to dig from Hwy 395 into June, but June will not be forgotten.
- Thanked Supervisors and staff for support.

Supervisor Hunt:

- Will there be a lot of restoration after project is done
- Still optimistic about completing this on schedule?
- Will be able to handle his retirement?

Supervisor Stump:

- Are there permits you're waiting for?
- Are extensions being applied for where necessary?
- Poles in Benton? Water company update?

Tim Alpers:

- What about access to June Lake?

Supervisor Johnston:

- Make sure that obvious things are fixed; he understands moist ground issues.
- Safety issues should be addressed immediately.

- 9b) Forest Fire Prevention Act, AB 350 (Supervisor Fred Stump) - The Forest Fire Prevention Exemption Act of 2013, AB 350, joint-authored by Assembly Members Bigelow and Wieckowski, would give private forest-land owners the tools necessary to protect forests from destructive fires by expanding the diameter of a tree stump exempted from the Forest Fire Prevention Exemption under the Timber Harvest Plan.

M13-105 Action: Authorize the Chair to sign a letter of support (for AB 350), on behalf of the Mono County Board of Supervisors.

Stump moved; Johnston seconded

Vote; 5 yes; 0 no

Supervisor Stump:

- Explained nature of item.
- Is asking for Board Support.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note

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Rick Phelps (High Sierra Energy Foundation):

- Refrigerator recycling program. Information handed out. Date scheduled for May 18th.
- Supervisor Fesko: why must the appliances work?
- In order to get the rebate, you want to not have that energy on the grid.

CLERK OF THE BOARD

- 10a) Western Counties Alliance Public Land Update (Kenneth R. Brown) - Receive update from Ken Brown of WCA regarding Public Land Issues. Chairman Hunt is sponsoring this item.

Action: None. Informational Only.

Ken Brown (Western Counties Alliance):

AGENDA (all backup documentation included with packet):

- PILT (Payments in Lieu of Taxes)
- Secure Rural Schools
- Geothermal
- Sage Grouse
- Wild Horse Burro
- Public Land Transfer
- Grazing Fees
- Other Issues
- He will keep Clerk informed of changes and updates.
- He requested Mono County membership in WCA as they go forward with new fiscal year.
- They do work with other organizations.

Supervisor Hunt:

- Do you coordinate with other organizations?

Supervisor Johnston:

- There is a lot of designated wilderness in our area; we need to maintain the quality of environment people come here to see.
- Was wondering why Utah wasn't a member.

PUBLIC WORKS - SOLID WASTE DIVISION

- 11a) Solid Waste - Update (Tony Dublino) - Update on any developments relating to the County Solid Waste program.

Action: None (informational only).

Tony Dublino:

- Enterprise Fund on solid ground this year and shouldn't need the approved General Fund loan.
- Parcel Fees – to be brought to Board on May 21st. Bringing early to hopefully celebrate next year's agreement with the Town.
- Permitting update.
- Brought up LADWP's request for a long term strategic plan; he's currently working on it.

Supervisor Johnston:

- Good work on getting the landfills in line and also on revenues.

Supervisor Stump:

- \$225,000 was encumbered for the solid waste, but won't be used?

Note

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- Asked Tony about likelihood of agreements between agencies.

Roberta Reed:

- The \$225,000, if not used, will go back to general fund and can be re-appropriated.

CLERK OF THE BOARD

Additional Departments: Public Works--Facilities Division

12a)

Status of Antique Clock in Board of Supervisors Chambers (Lynda Roberts and Joe Blanchard) - The antique clock in the Bridgeport Courthouse Board Chambers needs to be repaired a second time since being restored. The Board will consider options pertaining to future efforts and expense to maintain the clock in working order.

Action: None.

Lynda Roberts:

- Her goal was to put this into a historical perspective.
- Explained documentation submitted with packet.
- Clock over time has been a great source of pride as part of historical courthouse.
- Is a working clock vs. a decorative clock an issue?
- Discussed various maintenance alternatives.

Supervisor Stump:

- Stump agrees with this-matter of prioritization; he doesn't think using public money is appropriate.

Supervisor Fesko:

- Fesko agrees with Stump; there are areas where money can be better spent. He's fine with non-working clock.

Supervisor Hunt:

- Does a dysfunctional clock represent a dysfunctional board? He sees historical value of courthouse; there's an image we have to maintain.

Supervisor Johnston:

- He thinks it does reflect on the county to not fix. To argue about a couple hundred dollars about fixing a clock is ridiculous.

Supervisor Alpers:

- What about letting a private entity come in and take care of maintenance? (Mary Booher to look into this.)

Board consensus:

- Each member will put in \$50 to apply toward the repair of the clock.
- The clock will get taken to the clock shop and an estimate will be given. There's even a possibility the repairs needing to be done are under warranty.
- This is a onetime donation. If more than \$250 is required (or if the clock breaks again soon), it will not be fixed again but will remain in the chambers in non-working order.

Joe Blanchard:

- Issues are that staff isn't clear on how to wind the clock.
- He'd put money in for a one time fix.

Additional Departments: Finance

12b)

Publication of Mono County Notices (Lynda Roberts and Roberta Reed) - At their regular meeting of February 19, 2013, the Board of Supervisors directed staff to prepare a Request for Proposals for Publication of Legal

Note

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

Notices. The deadline for proposals to be submitted was Friday, March 29, 2013, 3:00 p.m. The County Clerk's Office received proposals from The Sheet and Mammoth Times. Both proposals were submitted timely and were complete, so are presented to the Board of Supervisors for their review.

M13-106 **Action:** Continue to publish Legal Notices in both The Mammoth Times and The Sheet to maximize coverage in the County and the Town of Mammoth Lakes.
Alpers moved; Stump seconded
Vote: 5 yes; 0 no

M13-107 **Action:** Establish contracts between Mono County and The Sheet and Mono County and The Mammoth Times regarding publication of Legal Notices based on their submitted bids.
Alpers moved; Stump seconded
Vote: 5 yes; 0 no

Lynda Roberts:

- Detailed chart that was included with the packet; costs of legal notices, how it was published, column size, etc.
- Should we have contracts based on the bid?

Supervisor Fesko:

- Asked about full page costs.

Aleksandra Gajewski, Mammoth Times:

- Ted Carleton (The Sheet) distracts people really well.
- The point of legals is to make a decision that best suits the county's needs.
- All staff at Mammoth Times are locals; the paper is owned by a separate company but not run by it.
- New Thursday publication date; display ad bid covers a wide array of readership and distributions; all legals are available online for free. If someone doesn't want to pay .50 for a paper, they can view online or get for free at various spots in Mammoth.
- 50 racks in Mammoth; also sells in bulk.

Ted Carleton, The Sheet:

- Times would be cheaper; so cheap that he doesn't see how they can do it and not operate at a loss.
- The bid demonstrates a show of disrespect.
- His bid is the same for private or public sector; everyone pays the same. The county is paying The Sheet the same fees as they were four years ago.
- His paper is free; the Times costs .50; costs public more.
- Is bid cheaper because product isn't derived with as much love?
- As a function of his price, we are getting better coverage. The Sheet goes to each and every noteworthy event.

Supervisor Alpers:

- How many people pick up both of them?
- If we go with one, we're going to eliminate a number of people that may get the legals.
- He wants to make sure all constituents are reached.
- The times front pages makes more of an impression.
- We should continue to go with both papers.

Note

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Supervisor Johnston:

- Being put in a position where they have to choose; for a number of years we've been going with both papers.
- It's costing public more than it should most likely.
- Maybe there is a way to make it cheaper for each paper to operate public notices?
- He has a hunch that not many people pick up the papers for the legal notices; we should continue to publish in both.

Supervisor Hunt:

- He appreciates both papers and reads and enjoys both.
- He's trying to look at it from a consumer standpoint.
- He thinks that the easiest access with the notice would be the Sheet because it's free.
- There is a higher copy distribution with the sheet.
- It isn't that much money to go with both papers but if he has to pick one, he'd pick the Sheet.

Supervisor Stump:

- Concurs with Supervisor Hunt.
- If he has to pick one, he'd pick the Sheet because it's free.
- Votes for both.

Supervisor Fesko:

- Fiscal responsibility is his concern: we shouldn't be paying double for the same service. It adds up.
- He reads both papers. Both papers are in the stores in Walker but the Sheet seems to get picked up more, probably because it's free.
- He'd pick the Sheet if he had to pick, it's free.
- Hates to see the tension between the two papers.
- He thinks we should continue with both papers.

Fiscal Impact: Will depend on Board action.

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 13a) Rock Creek Ranch Specific Plan Amendment and Tentative Tract Map Modification (Courtney Weiche) - Public hearing regarding proposed amendment to the Rock Creek Ranch Specific Plan and Tentative Tract Map 37-56 (Rock Creek Ranch) which would eliminate 5 density bonus lots within the subdivision, thereby reducing the total number of lots on the TTM from 60 to 55; eliminating the requirement that eleven lots be deed-restricted for an accessory dwelling unit; and making conforming changes to the Rock Creek Ranch Specific Plan.

- R13-25** **Action:** Adopt proposed Resolution R13-25; accepting the EIR Addendum and approving Specific Plan Amendment 13-001 and Tentative Tract Map 37-56 Modification.

Stump moved; Fesko seconded

Vote: 4 yes; 0 no; 1 abstain: Johnston

Taken prior to 12 a and 12b.

Supervisor Johnston abstained from this issue.

Courtney Weiche:

Rock Creek Ranch Specific Plan Power Point:

- Background

Note

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

- Housing Requirement
- Approved Housing Requirement
- Since 2009 Approval
- Approved Housing Mitigation Agreement
- Need Board to approve (1) an amendment to the Tentative Tract Map and (2) an amendment to the Specific Plan
- Environmental Review
- Planning Commission Recommendation

Supervisor Stump:

- Prior Board approved conceptually, PC approved to form, just back to us for final approval?

Stacey Simon:

- The board envisioned that this would come forward.
- This would be consistent with prior board's understanding and original recommendation.

PUBLIC HEARING OPENED: 2:30 P.M.

Matthew Lehman (owner of property):

- Brought forward in response to previous board's attempts for stimulus type program.
- He's here to answer any questions about project.
- Been working on this for 12 years; would just like to not go backward. Without any real estate issues, might be done in ½ this time.
- Property values have come way down.

Supervisor Alpers:

- How long has this process been?

Supervisor Hunt:

- When Housing Mitigation Ordinance was modified it was to stimulate program.

Supervisor Fesko:

- Asked about sewer treatment plan.

PUBLIC HEARING CLOSED: 2:38 P.M.

Supervisor Alpers:

- Commended him on determination.

13b) General Plan Amendment 13-001, Double Eagle Resort Transient Rental Overlay District (Courtney Weiche) - Public hearing regarding proposed amendment to the General Plan Use Designation Maps to establish a Transient Rental Overlay District allowing nightly rentals in June Lake on four adjoining parcels (APNs 016-094-007, -008, -009, & 016-098-015).

R13-26 **Action:** The Planning Commission recommends adopting proposed Resolution R13-26, approving and accepting Addendum 13-01 to the Mono County General Plan EIR and approving General Plan Amendment 13-001 creating a Transient Rental Overlay District on four parcels in June Lake.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

Note

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

Courtney Weiche:

General Plan Amendment 13-001/Double Eagle Resort Transient Rental Overlay

District Power Point:

- Project Description
- Project Location
- Background
- Chapter 26 Regulations
- Land Technical Advisory Committee
- Planning Commission
- Noticing
- Environmental Review
- Summary of Project Findings
- Planning Commission Recommendation

PUBLIC HEARING OPEN: 2:45 P.M.

Public Comments:

Ralph Lockhart (Owner, Double Eagle Resort):

- Handed out information (to be posted to the website)
- Closest property to guest house is 260 feet away or across Hwy 158.
- Happy to be first applicant coming forward under the Transient Overlay situation.
- Will help to support the community and mountain by having overnight stays at guest house.
- He's been working on this since 2004 – he thanks Vikki Bauer for her work on this.
- There are plenty of opportunities for public input in the process; they will next request a vacation rental permit; he'll report back to board once it's finished.

Supervisor Alpers:

- How long has he been working on this?

Supervisor Johnston:

- He supports this.
- Can you give Board feedback on this process? How they might streamline?

Scott Burns:

- This property is very well suited for transient rental due to its location.

Supervisor Fesko:

- He's glad to see this process going through; supports it.

PUBLIC HEARING CLOSED: 2:54 P.M.

Moved to Item #12b after this one.

Additional Departments: County Counsel

13c) Housing Mitigation Ordinance Workshop (Brent Calloway, Mary Booher, Scott Burns) - Housing mitigation ordinance workshop.

M13-108 **Action:** Direct Staff to pursue Option Two: Extending the Suspension for a period of 18 months.

Stump moved; Fesko seconded

Vote: 4 yes; 1 no: Johnston

Mary Booher (Powerpoint):

- In 2011 Board suspended the ordinance; goes till July 2013 and then would go

Note

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back to its previous form.

Comes down to six options:

1. No Action
2. Extending the suspension for a set period of time.
3. Modifying specific provisions.
4. Extending the suspension of specific provisions.
5. Combination of modifying some provisions and suspending other provisions.
6. Repealing the ordinance.
 - This is on planning agenda for Thursday.
 - During that 18 months, staff should bring back additional information to Board in a workshop.

Scott Burns:

- Within a year we will need a housing element update.

Supervisor Fesko:

- This ordinance only applies to county, not town.
- Fesko would like option six.
- He could maybe live with number two but would hope for number five.

Supervisor Stump:

- Preferred option six but could live with two.
- If extend, maybe 18 or 19 months.
- This was not originally well presented to the community.
- Outreach to community was minimal.

Supervisor Johnston:

- He picks no action.
- Battle of fundamental policy here.
- We live in tourist economy – doesn't accommodate regular service people.
- Our Ordinance doesn't even come close to make up for work force required for housing.
- He wants people that live here to be able to work here and participate in everything.
- As government, we can help sustain livable communities.
- This ordinance is set up to be changed if necessary.
- Big step to jerk the rug out from this thing; future very bleak if we don't do something.

Supervisor Hunt:

- Has this been running through the Planning Commission?
- He doesn't want to dispose of all of this; question is how do we monitor changes?
- He supports option two, suspending the extension for 18 months.
- He favors integrated communities.

Supervisor Alpers:

- In thinking long term and the big picture, Ordinance adds order as they develop.
- He favors number two hoping to get to number five at some point.

ADJOURN: 7:00 p.m.

ATTEST:

BYNG HUNT

Note

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

CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

§§§§§



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---------------------------------------|---|--------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Clerk of the Board |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Appointment to the First 5 Commission | | |

AGENDA DESCRIPTION:

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

In accordance with Mono County Code, under the membership category for the First 5 Mono County Commission, Karin Humiston wishes to serve on the Commission. The commission is requesting that Karin Humiston be appointed to serve a subsequent three year term commencing on May 21, 2013 and expiring on May 20, 2016.

RECOMMENDED ACTION:

Appoint Karin Humiston to the First 5 Mono County Commission for a three year term commencing on May 21, 2013 and expiring on May 20, 2016.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[First 5 Staff](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:44 AM | County Administrative Office | Yes |
| 5/14/2013 5:40 PM | County Counsel | Yes |
| 5/13/2013 3:27 PM | Finance | Yes |



May 6th, 2013

Ms. Lynda Roberts
Mono County Clerk of the Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

Stacey Adler, PhD
Commission Chair
Mono County
Superintendent of Schools

Kim Escudero, MD
Commission Secretary
Pediatrician,
Mammoth Lakes Hospital

Byng Hunt
Mono County Board of
Supervisors

Rick Johnson, MD
Mono County Health Officer

Jeanne Sassin
Kindergarten Teacher
Lee Vining Elementary
School

Barbara Miller
Program Director
Mammoth Unified School
District

John Fisher
Interim Executive Director

RE: Appointment Karin Humiston to the First 5 Mono County Children and Families Commission

Dear Ms. Roberts:

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to appoint Karin Humiston, to the Commission to serve a subsequent three-year term, commencing on May 21st, 2013 and expiring on May 20th, 2016.

In accordance with Mono County Code, *at least two and as many as four, members of the First 5 Mono County Commission shall be from among the following persons: the county health officer and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services and tobacco and other substance abuse prevention and treatment services.* Karin Humiston wishes to serve under the above membership category.

Thank you for your consideration of this request, and please don't hesitate to call me if you have questions.

Sincerely,

John Fisher

John Fisher
Interim Executive Director
First 5 Mono County

cc: Stacey Simon, Mono County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---|---|---|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Community Development - Planning Division |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Appointment of Mono Basin Regional Planning Advisory Committee Member | | |

AGENDA DESCRIPTION:

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

Appointment of Mono Basin Regional Planning Advisory Committee (RPAC) Member, replacing resigned member Molly Desbaillets.

RECOMMENDED ACTION:

Appoint one new member, Tim Hansen, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

FISCAL IMPACT:

No fiscal impacts are expected.

CONTACT NAME: Heather deBethizy

PHONE/EMAIL: 760-924-1812 /

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

SEND COPIES TO:
Heather deBethizy, Tim Alpers

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report MB RPAC appointment](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:44 AM | County Administrative Office | Yes |
| 5/14/2013 5:17 PM | County Counsel | Yes |
| 5/13/2013 3:10 PM | Finance | Yes |

Mono County Community Development Department

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

Planning Division

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

May 21, 2013

To: Mono County Board of Supervisors
From: Heather deBethizy, Associate Planner, for Tim Alpers, Supervisor
Subject: Appointment of Mono Basin Regional Planning Advisory Committee Member (Consent Item)

Action Requested

Consider appointment of one new member, Tim Hansen, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

Supervisor Alpers, District 3, requests Board consideration of his recommendation for memberships / terms for the Mono Basin Regional Planning Advisory Committee (11 members total).

New member recommended for appointment:

Terms to Expire (all two-year terms):

- Tim Hansen 12-31-13
(would replace resigned member Molly Desbaillets)

Other existing members (for information):

| | |
|------------------|----------|
| Lisa Cutting | 12-31-13 |
| Alex Flores | 12-31-13 |
| Mark Logan | 12-31-13 |
| Lucy Parker | 12-31-13 |
| Bartshe Miller | 12-31-14 |
| Katie Bellomo | 12-31-14 |
| Zane Davis | 12-31-14 |
| Chris Lizza | 12-31-14 |
| Steve Connett | 12-31-14 |
| Ilene Mandelbaum | 12-31-14 |

If you have any questions regarding this item, please contact Supervisor Alpers or Heather deBethizy at 924-1812.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--------------------|---|------------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Public Works - Facilities Division |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | CAPP Grant - Solar | | |

AGENDA DESCRIPTION:

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

Approximately 10 acres of revegetation was completed at the Lee Vining Airport last fall. The site is being monitored for water and wind erosion and revegetation establishment and will be re-evaluated this summer and fall to determine whether additional steps need to be taken and, if so, what the most cost effective options are. Revegetation treatments can cost up to \$20,000/acre, so \$10,000 would only allow for revegetation of a small area. While staff believes that this is a good project, it would be a more efficient use of these grant funds to consolidate them into the solar project. Staff is requesting approval to transfer the \$10,000 to the Solar Feasibility Study fund to assist in the potential design, supply, and installation of approximately two solar panel systems at the Crowley Lake and Lee Vining Community Centers. Staff determined these two smaller County buildings as optimal for the first solar panel projects due to their regular/daily electrical usage, building size, and newer building facilities.

RECOMMENDED ACTION:

Approve the reallocation of \$10,000 from the Lee Vining Airport Soils Stabilization Project to the Solar Feasibility Study fund and approve the use of Solar Feasibility Study funds for use on the design, supply, and installation of solar panel projects. Provide any desired direction to staff.

FISCAL IMPACT:

No general fund impact. \$44,680 CAPP Grant Funds.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [CAPP Grant Solar - BOS Staff Reprt 05.21.13](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/15/2013 8:45 AM | County Administrative Office | Yes |
| 5/14/2013 5:39 PM | County Counsel | Yes |
| 5/13/2013 3:25 PM | Finance | Yes |



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 21, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Facilities Superintendent

Re: CAPP Solar Grant

Recommended Action:

Approve the reallocation of \$10,000 from the Lee Vining Airport Soils Stabilization Project to the Solar Feasibility Study fund and approve the use of Solar Feasibility Study funds for use on the design, supply, and installation of solar panel projects. Provide any desired direction to staff.

Fiscal Impact:

\$44,680 CAPP Grant Funds.

Background:

In February 2012, the Board of the Great Basin Unified Air Pollution Control District (GBUAPCD) allocated Clean Air Project Program (CAPP) funds to each of the four agencies represented on the APCD Board in the form of Block Grants based on a per capita allocation. Mono County's share of these funds is \$59,680.

On November 13, 2012 the Board of Supervisors approved the CAPP grant allocations as follows: \$15,000 for a biomass feasibility analysis; \$10,000 for the Lee Vining airport soils stabilization project and \$34,680 for a Solar Feasibility study.

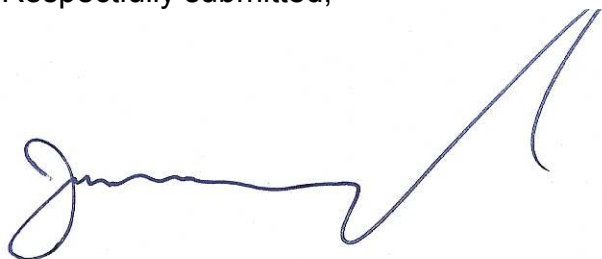
Approximately 10 acres of revegetation was completed at the Lee Vining Airport last fall. The site is being monitored for water and wind erosion and revegetation establishment and will be re-evaluated this summer and fall to determine whether additional steps need to be taken and, if so, what the most cost effective options are. Revegetation treatments can cost up to \$20,000/acre, so \$10,000 would only allow for revegetation of a small area. While staff believes that this is a good project, it would be a more efficient use of these grant funds to consolidate them into the solar project.

Staff is requesting approval to transfer the \$10,000 to the Solar Feasibility Study fund to assist in the potential design, supply, and installation of approximately two solar panel systems at the Crowley Lake and Lee Vining Community Centers. Staff determined these

two smaller County buildings as optimal for the first solar panel projects due to their regular/daily electrical usage, building size, and newer building facilities.

If you have any questions regarding this item, please contact Joe Blanchard at 760-932-5443 or jblanchard@mono.ca.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Joe Blanchard", with a long horizontal stroke and a large, sweeping flourish that extends upwards and to the right.

Joe Blanchard
Facilities Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Economic Development |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Request for Funding from the Fish & Game Fine Fund | | |

AGENDA DESCRIPTION:

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

Request for Funding from the Fish & Game Fine Fund for stocking trout at the 26th Annual Kid's Fishing Festival on July 27, 2013. The request qualifies for funding from the Fine Fund under Fish and Game Code section 13103(d), for purchasing of fish to be released into waters open to the public.

RECOMMENDED ACTION:

Approve or deny requested fund expenditure of \$1,000 from the Fish & Game Fine Fund.

FISCAL IMPACT:

If approved , fiscal impact to the Fine Fund will be \$1,000. The current balance in this fund is \$19,697.65.

CONTACT NAME: Dan Lyster

PHONE/EMAIL: 924-1705 / dlyster@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Fish Festival consent](#)
- [Fish funding request](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:48 AM | County Administrative Office | Yes |
| 5/14/2013 5:46 PM | County Counsel | Yes |
| 5/13/2013 3:03 PM | Finance | Yes |



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1700 • (760) 924-1697 (Fax)

Dan Lyster
Director
dlyster@mono.ca.gov

Alicia Vennos
Manager
avennos@mono.ca.gov

STAFF REPORT

DATE: May 21, 2013

SUBJECT: Request for Fish & Game Fine Fund Monies

RECOMMENDATION: Subsequent to discussion among the Board regarding the merit of this request respectively, direct staff accordingly.

BACKGROUND: At the May 1st meeting of the Mono County Fisheries Commission, the Mono Council for the Arts requested \$ 2,500 for stocking trout for the upcoming Kid's Fishing Festival on July 27, 2013 in Mammoth Lakes, CA. The MCFC unanimously approved the request. A copy of the funding request from the Mono Council for the Arts is also attached. Upon subsequent conversations, it turns out that the actual amount needed for stocking trout is \$1,000. Any remaining funds will come from other sources, not from the Fish and Game Fine Fund.

DISCUSSION: N/A

FISCAL IMPACT: If approved, the fiscal impact to the Fish & Game Fine Fund will be \$ 1,000. The current balance in this fund is \$ 19,697.65.

**Mono County Fisheries Commission
Local Funding Request Form**

1. Name of Organization MONO COUNCIL FOR THE ARTS

2. Mailing Address PO BOX 56
MAMMOTH LAKES, CA. 93546

3. Contact Person (Chairperson) GAYE MUELLER
Phone (760) 937-2942

4. Purpose of Organization

To promote appreciation of the arts and encourage local creative talent through education within Mammoth Lakes and the surrounding communities of the Eastern Sierra.

5. Amount of funding requested \$ 2500 Tax ID # 77-0131651
If you do not have a tax ID number, has one been requested? Yes ___ No ___

6. Please describe in detail how the requested funding will be used.

20th Annual Kids Fishing Festival:

| | |
|---------------|---|
| <u>\$ 700</u> | <u>155 t-shirts</u> |
| <u>105</u> | <u>Restocking of Reels</u> |
| <u>1000</u> | <u>Stocking of Trout, some Trophy</u> |
| <u>195</u> | <u>lodging of Volunteers</u> |
| <u>500</u> | <u>Swings, supplies (hooks + weights)</u> |

7. What other sources have you pursued to obtain funding? Please attach any information that will assist in establishing the funding history of the organization.

Berkley / Pure Fishing; Trout Filter; Kittredge Sports

TOML - Fish Stocking \$5500

Measure U - \$7000

Donations: Snow Creek Resort, Mam. Mtn. Ski Area - lodging
venue + lodging

Mammoth Disposal, prizes from local fishing marinas
and Footloose Sports, Bart Hall, Eastern Sierra Audio
Mammoth Lakes High School Club

8. Length of Program 6 hours, July 27th 8am - 2pm

9. Number of local participants/volunteers Attendance 1000 plus children
and parents/grandparents (3500 total)
Volunteers - 100 plus !

10. Please feel free to provide any additional information you feel pertinent that would aid the Commission in evaluating your request.

13102. Expenditures from the fish and game propagation fund of any county shall be subject to the provisions of Division 3 (commencing with Section 29000) of Title 3 of the Government Code.

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 3 percent of

the average amount received by the fund during the previous three-year period, or three thousand dollars (\$3,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation fund in order to determine compliance with this chapter.

26th Annual KIDS FISHING FESTIVAL
 July 27th, 2013 8am-2pm
 SnowCreek Ponds, Mammoth Lakes

| INCOME | '12 PROPOSED | '12 ACTUAL | '13 PROPOSED |
|-------------------------------------|-------------------------------|----------------------------------|-----------------|
| Sales on Tshirts | \$1500 | \$1570 | \$2500 |
| MCFC Funding | 4000 | 4000 | 2500 |
| TOML Stocking | 5500 | 5500 | 5500 |
| Chamber of Commerce Donation | | 205 | 7000 |
| <u>Measure U</u> | <u>\$10,500</u> | <u>\$11,275</u> | <u>\$17,500</u> |
| EXPENSES | | | |
| Purchase of Tshirts | 1500 | 1042.00 | 3200 |
| Banner in front of Footloose Sport | 150 | 270.00 | 1000 |
| Posters, Banner | | | |
| 200 Flyers/Posters | 200 | 40.00 | |
| Thank You Banner | | 44.00 | |
| Supplies | | 65.31 | 300 Art |
| Supplies | | | |
| Bishop Art Supply | | 94.36 | |
| KMart | | 232.14 | |
| Top Brass Activity Books | | 124.23 | 200 Prizes |
| Advertising | | | |
| Local: | | | 2000 |
| Fishing Guide 1/6pg | 206 | 205.00 | |
| Mammoth Times 1/4pg | 318 | 208.00 | |
| The Voice 1/4pg | 318 | 150.00 | |
| The Sheet 1/4pg | 165 | 165.00 | |
| Inyo Register 1/4pg | 230 | 207.50 | |
| El Sol 1/2pg | 200 | 152.28 | |
| Sierra Reader | | 152.28 | |
| Sierra Wave | 150 | 200.00 | |
| KMMT/KRHV | 300 | 200.00 | |
| Fishing Publications: | | | 2000 |
| Western Outdoor News | 385 | 0 | |
| Fish Sniffer | 306 | 0 | |
| Fish Taco Chronicles | 175 | 175.00 | |
| Sierra Fisherman | 350 | 0 | |
| California Sportsman | 153 | 153.00 | |
| Purchase of IAG Trout: TOML | 5000 | 5500.00 | 5500 |
| Supplement | 1000 | 1000.00 | 1000 |
| Permits: Special Events | 158 | 158.00 | 200 |
| Housing of Volunteers | 384 | 333.35 | 700 |
| Lunch for Volunteers | | 432.00 | 400 |
| Awnings & Supplies (weights, hooks) | | | 1000 |
| TOTAL EXPENSES | <u>\$11,648</u> (-\$1,148) | <u>\$11,303.45</u> (\$-28.45) | <u>\$17,500</u> |

MONO COUNTY FISHERIES COMMISSION
Funding Request 2013

| | |
|------------------------------------|--------|
| TShirts 155@\$4.50 each | \$700 |
| Restriring Rods 35@\$3.00 | 105 |
| Trophy Trout Supplemental Stocking | 1000 |
| Lodging | 195 |
| Awnings and Hooks, Weights | 500 |
| | <hr/> |
| | \$2500 |

MEASURE U FUNDING
From Town of Mammoth Lakes

| | |
|-----------------------------------|--------|
| Advertising: Fishing Publications | \$2000 |
| Advertising: Local Publications | 2000 |
| Lodging | 500 |
| TShirts | 2500 |
| | <hr/> |
| | \$7000 |

26th Annual Kids Fishing Festival

Saturday, July 27th, 2013

8am-2pm

SnowCreek Ponds on Old Mammoth Road, Mammoth Lakes

MONO COUNCIL FOR THE ARTS wishes to invite you to the 26th Annual Kids Fishing Festival to be held July 27th, 2013, from 8am to 2pm at the SnowCreek Ponds on Old Mammoth Road in the resort town of Mammoth Lakes, California. Locally famous 15 inch Alpers trophy trout will be stocked in these beautiful High Sierra ponds (with a couple of monsters added for fun) with Mammoth Mountain forming a picturesque backdrop. This popular event is FREE for kids 14 and under and will run from 8am to 2pm. Rods and reels are provided, you can bring your own or perhaps you will even win one! Come later, receive more individual attention from our guides, have lunch, and win lots more raffle prizes. Our fish keep biting all day long!

Fisheries staff from the California Department of Fish and Wildlife (DFW) will be available to lend a hand and teach children a little about California's trout fisheries. Every child will receive their own California Fishing Passport and fish identification book. Catch a fish and get special passport stamps in your book! A beautiful trout aquarium, provided by Hot Creek Hatchery, will be on display and loaded with enormous trout. Kids will receive information on the life of a hatchery trout along with a special coloring book and a junior fishing license. DFW is also bringing their popular "Fishing in the City" Program to teach kids about the joys of fishing. These wonderful volunteers will bring the loaner rods and reels and teach casting techniques. Our regional Game Wardens will be on hand to answer questions about becoming a warden as well as Smokey the Bear and his Forest Service buddies.

Fishing guides from the Eastern Sierra Fishing Guides Assn. will be assisting and teaching flyfishing and catch-and-release techniques. More guides from the Aguabonita FlyFishing Club in Ridgecrest will also be available to help and instruct. Aguabonita is catching the pond's aquatic insects and bringing microscopes so the kids can learn about entomology and the food sources for trout. There will also be fly tying lessons so the kids can make a fly, put it on their rods, practice fly casting with our expert guides, and then catch a trout! There is complimentary fish cleaning available so you can take home your trout and have it for dinner.

Mono Council for the Arts will have a tshirt painting booth where kids can make trout imprints as a remembrance of their experience. There will be a giant 7ft. trout that the kids can decorate with chalk. And when each child registers, they will receive a raffle ticket with a chance to win numerous fun prizes throughout the day such as rods & reels, tackle boxes, trout coloring books, fun casting games and boat rentals for the family.

This annual event is fun for the entire family. The Lions Club supplies free coffee and donuts. Cocos Locos will offer snow cones and tacos for lunch. The Mammoth Fire Dept. will have their adorable old fire engine and talk about their Canoe Races and Picnic afterward on Saturday and Sunday. This is a family weekend in Mammoth not to be missed. Mammoth is presenting 3 FREE family festivals! Sunday is kids day and the Firemen's Picnic at Shady Rest Park. The Village at Mammoth Lakes has VillageFest with bands playing Friday evening and Saturday from noon to 10pm. VillageFest has California's highest Rib and Chili cook off, live music, a beer garden, and plenty of fun activities for all ages, Facebook.com/mammothvillagefest.

The Kids Fishing Festival is sponsored by Mono Council for the Arts, the Eastern Sierra Fishing Guides Assn. and by Berkley/Pure Fishing who also brings lots of experienced guides, more loaner rods & reels and free gear. Additional funding comes from the Mono County Fisheries Commission. For more information, call Gaye at (760)937-2942 or go to www.KidsFishFest.com.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---|---|-----------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Sheriff Coroner |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Sheriff's Department Renewal of Annual Operating and Financial Plan for Controlled Substances | | |

AGENDA DESCRIPTION:

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

This is an ongoing contract that gets renewed each year. This agreement supports the operation to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension, and prosecution of suspects engaged in these activities.

RECOMMENDED ACTION:

1. The Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the U.S. Department of Agriculture, Forest Service regarding Annual Operating and Financial Plan for Controlled Substances 2013. 2. The Chairman of the Board of Supervisors to sign the above-mentioned contract. 3. Authorize Sheriff Ralph Obenberger to sign said contract.

FISCAL IMPACT:

We will receive up to \$11,408 under this contract as reimbursement for assisting with suppression, etc. There is no impact to the general fund.

CONTACT NAME: Jennifer Hansen

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Staff Report Controlled Substance](#)

 [Contract](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:49 AM | County Administrative Office | Yes |
| 5/14/2013 5:46 PM | County Counsel | Yes |
| 5/13/2013 4:56 PM | Finance | Yes |



MONO COUNTY

SHERIFF

911

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

Ralph Obenberger
Sheriff/Coroner

Robert Weber
Undersheriff

DATE: May 6, 2013
TO: The Honorable Board of Supervisors
FROM: Ralph Obenberger, Sheriff-Coroner
SUBJECT: SHERIFF'S DEPARTMENT RENEWAL OF ANNUAL OPERATING AND FINANCIAL PLAN FOR CONTROLLED SUBSTANCES

RECOMMENDATION:

- 1 The Board of Supervisors to authorize the Sheriff's Department to participate and renew the contract with the U.S. Department of Agriculture, Forest Service regarding Annual Operating and Financial Plan for Controlled Substances 2013.
- 2 The Board of Supervisors to sign the above-mentioned contract.
- 3 Authorize Sheriff Ralph Obenberger to sign said contract.

STAFF REPORT:

This is an ongoing contract that gets renewed each year. This agreement supports the operation to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension, and prosecution of suspects engaged in these activities.

FINANCIAL IMPACT:

We will receive up to \$11,408 under this contract as reimbursement for assisting with suppression, etc. There is no impact to the general fund.

Respectfully submitted,

Ralph Obenberger
Sheriff-Coroner
County of Mono



FS Agreement No. 11-LE-11051360-223
Cooperator Agreement No. _____
Modification No. 006

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
MONO COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2013 CONTROLLED SUBSTANCES ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Mono County Sheriff's Department, hereinafter referred to as "MCS," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-223 executed on April 04, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2012 and ending September 30, 2013.

Previous Year Carry-over: \$11,408.32
Current FY-13 Year Obligation: \$0.00
FY-2013 Annual Operating Plan: \$11,408.32
Modification #005

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|---|
| Ralph Obenberger, Sheriff Coroner P.O. Box 616, 49 Bryant Street Bridgeport, CA 92517 760-932-7549 FAX: 760-932-7435 | Robert Weber, Lt. P.O. Box 616, 49 Bryant Street Bridgeport, CA 92517 760-932-7549 FAX: 760-932-7435 Email: ltweber@qnet.com |



Cooperator Alternate Contact

Watch Commander
49 Bryant Street
Bridgeport, CA 92517
760-932-7549

Principal U.S. Forest Service Contacts:

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|--|
| Dan Briot, Special Agent San Bernardino National Forest 602 South Tippecanoe Avenue 909-382-2699 (office) 951-315-5870 (cell) FAX: 909-382-0705 E-mail: dbriot@fs.fed.us | Angela O. Cabada, Program Support Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-8720 (office) FAX: 707-562-9031 E-mail: aocabada@fs.fed.us |
| U.S. Forest Service Program Coordinator Contact | |
| Kent Delbon, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-8649 (office) 707-373-6672 (cell) FAX: 707-562-9031 E-mail: kdelbon@fs.fed.us | |

II. CONTROLLED SUBSTANCES OPERATIONS

Pursuant to IV- I of Agreement No. 11-LE-11051360-223, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

1. To reimburse **MCS** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.



- b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.
2. To reimburse MCS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse MCS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: MCS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse MCS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. MCS agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.



- c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
- 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **MCS** mutually agree to the following:

- 1. The following rate schedule will apply to all expenditures that may be reimbursed to **MCS** under this agreement;

| | |
|----------------------------|----------------------------------|
| Salary (base) | \$21.70 per hour, |
| Salary (overtime) | \$ base + ½ per hour, |
| Per diem costs | \$35/M&IE + Lodging (unlimited), |
| Travel (mileage and fares) | \$0.36 per mile, |
| Helicopter flight time | Actual documented costs, |
| Supplies or equipment | Actual documented costs |

- 2. The total expenditures of **MCS** that may be reimbursed may not exceed..... **\$11,408.32**
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

Job Code: NFLE0513 1360 \$\$11,408.32

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-V.*

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

MCS will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Angela Cabada, PSA
 Pacific Southwest Regional Office - LEI
 1323 Club Drive
 Vallejo, CA 94592

Send photo copy to:
 Dan Briot, Special Agent
 San Bernardino National Forest
 602 South Tippecanoe Avenue
 San Bernardino, CA 92408-2607



b. Send hard copy invoices to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before December 31, 2013 in order to receive payment.

d. Annually update the CCR registration of the County Sheriff's DUNS# on the Central Contractors Registration (CCR) website at www.ccr.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

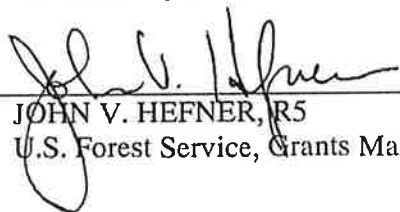
In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Chairman, Board of Supervisors Date
Mono County

RALPH OBENBERGER, Sheriff Coroner Date
Mono County

SCOTT HARRIS, Special Agent in Charge Date
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement has been reviewed and approved for signature.



JOHN V. HEFNER, R5 Date
U.S. Forest Service, Grants Management Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---|---|--------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Clerk of the Board |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Gaasch Letter Regarding Animal Control Director | | |

AGENDA DESCRIPTION:

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

Correspondence dated May 13, 2013 from Lee Gaasch of Mammoth Lakes regarding the Animal Control Department, the resignation of Nancy Boardman and the refilling of her position.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

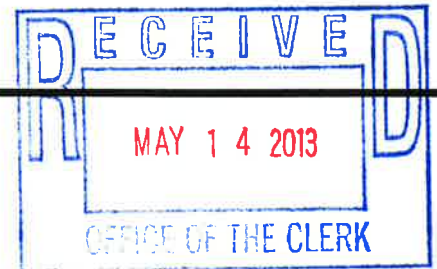
[Gaasch Ltr](#)

History

| Time | Who | Approval |
|-------------------|--------------------|----------|
| 5/15/2013 7:48 AM | Clerk of the Board | Yes |

Lynda Roberts

From: leigh gaasch [gd10jm@gmail.com]
Sent: Monday, May 13, 2013 9:05 PM
To: Lynda Roberts
Subject: concern on picking a new Mono county Animal director



Hi My Name is Leigh Gaasch, I live in Mammoth Lakes. I am writing you today about 1A) closed session animal control director and 7b) letter from

Nancy Boardman's resignation letter. I have started to volunteer walking dogs at the Whitmore Animal Shelter. I must say, what a joy it is

to be where people all get all a long. Nancy Boardman has a great crew there. The shelter is all ways immaculately clean. I have seen a lady

scrubbing down the kennels and Rebeca is the dogs and cats guardian angel. Rebeca, works hard to teach each dog good manners to help them

find there for ever home. That is the goal for every cat and dog that comes through the shelter. Mono County is "very lucky" to have such

dedicated employees. My concern is, who ever takes over Nancy Boardman's job. Please, do not let them change how thing's at the shelter will be run. It would be

sad to see thing's fall apart. As the saying goes "if it is not broken don't fix it". The Board of Supervisors should be very proud of there employees at the Whitmore

Animal Shelter and "Thank" Nancy Boardman for the great job she has done supervising these people. Thank-You for taking the time to read this.

Leigh Gaasch,69 lupin,Mammoth Lakes, Calif. [1-760-934-7639](tel:1-760-934-7639)



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

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|--------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Clerk of the Board |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | | PERSONS APPEARING BEFORE THE BOARD | |
| SUBJECT | Forest Service Plan Revision Information | | |

AGENDA DESCRIPTION:

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

Letter from Ed Armenta, Forest Supervisor, regarding a series of upcoming meeting to continue dialogue and receive input from the public for the Forest Plan Revision process.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Forest Service](#)

History

| Time | Who | Approval |
|-------------------|--------------------|-----------------|
| 5/14/2013 8:20 AM | Clerk of the Board | Yes |

File Code: 1920

Date: May 7, 2013

Mono County Board of Supervisors
c/o Clerk of the Board
PO Box 715
Bridgeport, CA 93517

Dear Mono County Supervisors:

I am pleased to announce a series of meetings to continue dialogue and receive input from the public and interested stakeholders for the Forest Plan Revision process. These meetings follow multiple meetings in March and April to launch the Forest Plan Revision process.

The first phase of the Forest Plan Revision process is an assessment of forest resource conditions and trends. Today, I am pleased to announce that we have released a series of "topic papers" describing social, economic, and ecological conditions and trends for the Inyo National Forest. The topic papers will be used to prepare the Forest Assessment Report, which will be completed by December, 2013.

What is a Forest Plan?

Forest Plans provide direction and zoning for the management of a wide range of resources and activities on National Forests, such as water, wildlife, timber, and recreation. The Inyo's Forest Plan was completed in 1988.

The draft topic papers are available for public review and feedback through June 30, 2013!

The draft topic papers are available on the Living Assessment Wiki page (<http://livingassessment.wikispaces.com/>) and the Forest website (<http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=40601>). A hard copy is available for review at the Forest Supervisor's Office in Bishop, CA (address below).

Your feedback is welcome! You can edit the topic papers directly in the Living Assessment Wiki, submit your input by email to comments-pacificsouthwest-inyo@fs.fed.us, or in writing to Inyo National Forest, Attn: Forest Plan Revision, 351 Pacu Lane, Suite 200, Bishop CA. Please contact Susan Joyce, Forest Planner, at (760) 873-2516 or sejoyce@fs.fed.us for more information about the topic papers.

Also, please join us at one of several upcoming meetings listed in the table below. The meetings are being held to discuss Forest Assessment topic papers in greater detail with Inyo National Forest employees. During this Assessment phase of the Forest Plan Revision process, we are asking the public to share key information about Forest resource conditions and trends.

RECEIVED
MAY 13 2013
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|--|--|--|
| <p align="center">Bishop, CA May 20, 6pm-8 pm Forest Supervisor's Office 351 Pacu Lane</p> | <p align="center">Town of Mammoth Lakes, CA May 29, 6-8 pm Community Center 1000 Forest Trail</p> | <p align="center">Dyer, Nevada, June 4, 6 pm -8 pm Fish Lake Valley Community Center, Highway 264</p> |
| <p align="center">Hawthorne, Nevada June 6, 2013, 6 pm-8 pm, Mineral County Library, First & "A" Street</p> | | <p align="center">Webinar June 5, 2013, 2 pm-4 pm, For those who cannot attend a meeting in person.</p> |

Please contact Susan Joyce, Forest Planner, at (760) 873-2516 or sejoyce@fs.fed.us for more information about the topic papers, public meetings, or to register for the webinar.

More information about the meetings and Forest Plan Revision is available at <http://www.fs.usda.gov/main/inyo/landmanagement/planning>

Sincerely,



EDWARD E. ARMENTA
Forest Supervisor

Want to get involved?

Check out the **INF Forest Plan Revision website**
<http://www.fs.usda.gov/land/inyo/landmanagement/planning>

Join the **Living Assessment**, a wiki tool designed to gather and display information about the forest-level and bioregional assessments. The outlines for each chapter (or topic paper) of the Inyo's Assessment Report will be posted to the wiki by March 1st! <http://livingassessment.wikispaces.com/>

Visit **Our Forest Place**, an online community where you can blog, get involved in discussion forums, share data, post videos, or be part of an interest group. <http://ourforestplace.ning.com/>

Follow us on **Twitter**: www.twitter.com/InyoInfo



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

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | Board of Supervisors |
| SUBJECT | Ombudsman Advocacy Services of Inyo-Mono | | |

AGENDA DESCRIPTION:

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

Resolution of Appreciation acknowledging services that have been provided by the Ombudsman Advocacy Services of Inyo-Mono.

RECOMMENDED ACTION:

Approve resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Resolution of Appreciation](#)

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 5/15/2013 8:47 AM | County Administrative Office | Yes |
| 5/14/2013 4:41 PM | County Counsel | Yes |
| 5/6/2013 4:10 PM | Finance | Yes |

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IN APPRECIATION OF OMBUDSMAN/ADVOCACY SERVICES OF INYO-MONO**

WHEREAS, Ombudsman/Advocacy Services of Inyo-Mono was established June 13, 1990; and

WHEREAS, for twenty two years Ombudsman/Advocacy Services of Inyo-Mono has been advocating for and protecting the rights of frail, elderly persons in residential care and skilled nursing facilities; and

WHEREAS, this program has been successful due to the involvement and support of family, friends, senior service providers, law enforcement, facility staff, and other community members; and

WHEREAS, over the years Ombudsman/Advocacy Services of Inyo-Mono has had many dedicated people who have served on the Board of Directors and served as staff members, including founding board members Merna Allred, Patricia Gardner, Randy Van Tassell; Program Coordinators Lynn Jackson Sunderman and Kathryn Williams; and the dozens of certified long-term care volunteers; and

WHEREAS, effective April 1, 2013, the Inyo County Health and Human Services assumed operation of the Long-Term Care Ombudsman Program, and Ombudsman/Advocacy Services will begin the process of closing its doors.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors hereby acknowledges appreciation for Ombudsman/Advocacy Services of Inyo-Mono for the important work they have done on behalf of our elderly citizens.

APPROVED AND ADOPTED this 21st day of May, 2013, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy Fesko, Supervisor District #4

Byng Hunt, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---|---|----------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 30 minutes | PERSONS APPEARING BEFORE THE BOARD | Jon Regelbrugge, District Ranger |
| SUBJECT | Inyo National Forest Plan Revision Update | | |

AGENDA DESCRIPTION:

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

Presentation regarding Informational Update on the Forest Plan Revision (FPR) for the Inyo National Forest. This item is being sponsored by Chairman Hunt.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[INF Staff](#)

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 5/15/2013 8:46 AM | County Administrative Office | Yes |
| 5/14/2013 4:47 PM | County Counsel | Yes |
| 5/8/2013 6:08 PM | Finance | Yes |



To: Honorable Board of Supervisors
RE: Request to place an Item on the Board's Agenda
To: Lynda Roberts, Clerk of Elections
From: Deb Schweizer, Acting Public Affairs Officer, Inyo National Forest

Date: April 29, 2013

Subject

**Informational Update on the Forest Plan Revision (FPR) for the Inyo National Forest for May 21 meeting.
Presentation by District Ranger Jon Regelbrugge.**

Plan for 30 minutes, including questions and answers.

The Board of Supervisors should stay engaged on this planning process and provide input to the US Forest Service to ensure desires of the county are considered for the planning process.

The Inyo National Forest has developed 15 topic papers as part of the Assessment Phase of FPR and invites recommendations and data to help inform this phase. Natural and cultural resources, recreational opportunities, and social and cultural and economic conditions are among the topics available for input. Discussion will also share how this input will inform later stages of the planning process.

No Powerpoint.

No preference on morning or afternoon.

If there are handouts, you will have them by May 6.

No Fiscal Impact





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

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| | | | |
|-------------------------------|---|---|--|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Agricultural Commissioner |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | George Milovich, Agricultural Commissioner |
| SUBJECT | Unanticipated Gas Tax Revenue Funding Request | | |

AGENDA DESCRIPTION:

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

The Agricultural Commissioner's department received unanticipated gas tax revenue in the amount of approximately \$58,685.50. The Agricultural Commissioner is requesting that these funds be set aside for future use to construct a building to house this department.

RECOMMENDED ACTION:

Authorize unanticipated gas tax revenue, in the approximate amount of \$58,685.50 to be set aside for the Agricultural Commissioner's Department for future use to construct a building for this department.

FISCAL IMPACT:

Reduced cash in the General Fund of \$58,685.50 for FY 2012/2013.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[gas tax revenue staff](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:49 AM | County Administrative Office | Yes |
| 5/14/2013 4:43 PM | County Counsel | Yes |
| 5/8/2013 5:57 PM | Finance | Yes |



Counties of Inyo & Mono



George L. Milovich
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone - (760) 873-7860 Fax - (760) 872-1610
<http://www.inyomonoagriculture.com>
E-mail - inyomonoag@gmail.com

To: Honorable Board of Supervisors
From: George L. Milovich, Agricultural Commissioner
Date: April 24, 2013

Subject

Unanticipated gas tax revenue

Recommendation

Consider request to reserve funds for future use in constructing a building for use by the Agricultural Commissioner's Department

Discussion

The Agricultural Commissioner's Department has received unanticipated gas tax revenue in the approximate amount of \$58,685.50. The Agricultural Commissioner is requesting that the funds be set aside for future use to construct a building to house his Department.

Fiscal Impact

FY 12/13 \$58,685.50 reduced cash in the General Fund



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

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|------------------|---|--|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Agricultural Commissioner |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | George Milovich, Agricultural Commissioner |
| SUBJECT | 2012 Crop Report | | |

AGENDA DESCRIPTION:

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

Presentation of the 2012 Crop Report for Inyo and Mono Counties by Agricultural Commissioner, George Milovich.

RECOMMENDED ACTION:

None. Informational Only.

FISCAL IMPACT:

None.

LUNCH

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

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Crop Report Staff](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:44 AM | County Administrative Office | Yes |
| 5/14/2013 4:42 PM | County Counsel | Yes |
| 5/3/2013 3:30 PM | Finance | Yes |



Counties of Inyo & Mono



George L. Milovich
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone - (760) 873-7860 Fax - (760) 872-1610
<http://www.inyomonoagriculture.com>
E-mail - inyomonoag@gmail.com

To: Honorable Board of Supervisors
From: George L. Milovich, Agricultural Commissioner
Date: April 24, 2013

Subject
2012 Crop Report

Recommendation
None

Discussion
Presentation of the 2012 Crop Report for Inyo and Mono Counties

Fiscal Impact
None



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|--|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Finance |
| ADDITIONAL DEPARTMENTS | County Counsel | | |
| TIME REQUIRED | 15 minutes | PERSONS APPEARING BEFORE THE BOARD | Hector Gonzales, Court Executive Officer |
| SUBJECT | Enhanced Court Revenue Collection Presentation | | |

AGENDA DESCRIPTION:

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

Presentation by Hector Gonzales regarding enhanced court revenue collections of delinquent accounts and consideration of a possible MOU enabling the court to make collections.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5493 / lchapman@mono.ca.gov

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

SEND COPIES TO:

None

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 5/15/2013 8:46 AM | County Administrative Office | Yes |
| 5/14/2013 5:39 PM | County Counsel | Yes |
| 5/13/2013 3:18 PM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | County Counsel |
| ADDITIONAL DEPARTMENTS | IT | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | Marshall Rudolph, Clay Neely |
| SUBJECT | Status update regarding IT services for Town | | |

AGENDA DESCRIPTION:

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

Oral report regarding status of contract negotiations for the County to provide Information Technology services to the Town of Mammoth Lakes.

RECOMMENDED ACTION:

Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 5/15/2013 8:49 AM | County Administrative Office | Yes |
| 5/14/2013 5:52 PM | County Counsel | Yes |
| 5/15/2013 9:53 AM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|------------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Probation |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | Karin Humiston, Chief of Probation |
| SUBJECT | Community Corrections Partnerships Allocations | | |

AGENDA DESCRIPTION:

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

The Community Corrections Partnership Executive Committee (CCP) has recommended appropriations for proposals regarding the usage of a one-time funding source as well as a continual funding source under AB109 with the fiscal structure in 2012 by SB2010. Government Code Section 30029.05 specifies the share of the funds that each county receives. (See staff report for additional details.)

RECOMMENDED ACTION:

Authorize the Board of Supervisors to add one (1) Deputy Probation Officer position allocation to the Probation Department; authorize the Board of Supervisors to reclassify one (1) Deputy Probation Officer II to a Deputy Probation Officer III as proposed for the one-time funding source as well as the continued funding source under AB109 with the fiscal structure in 2012 by SB2010.

FISCAL IMPACT:

The total cost of proposed changes is \$108,076. The General Fund will not be impacted and these proposals would take effect FY 2013/2014. The addition of the DPO I/II is funded entirely with AB109 monies and expected to cover consecutively. The allocated cost of the DPO I/II with ERE is \$93,076. The Reclassification of the DPO II to a DPO III is funded entirely with AB109 monies and expected to cover consecutively. The difference in cost from DPO II to DPO III is \$400.20 per month. The total cost of salary and ERE would be \$9,803.31 per month.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Probation CCP Staff](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/15/2013 8:45 AM | County Administrative Office | Yes |
| 5/14/2013 4:47 PM | County Counsel | Yes |
| 5/15/2013 2:57 PM | Finance | Yes |



MONO COUNTY PROBATION DEPARTMENT

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

BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731
probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Karin Humiston, Ph.D.
Chief Probation Officer

April 25, 2013

To: Honorable Chair and Members of the Board of Supervisors
From: Karin Humiston, Chief of Probation
Subject: Community Corrections Partnership Allocations

RECOMMENDED ACTION:

Recommend that the Board of Supervisors support and agree with the Community Corrections Partnership Executive Committee (CCP) appropriations for the proposals regarding the usage of a one-time funding source as well as a continual funding under AB109 with the fiscal structure codified in 2012 by SB1020. Government Code Section 30029.05 specifies the share of these funds that each county receives. The proposals are as follows:

1. Add (1) Deputy Probation Officer position allocation to the Probation Department
2. Reclassify (1) Deputy Probation Officer II to a Deputy Probation Officer III

DISCUSSION:

Since the inception of Realignment in 2011, the Probation Department has supervised released prisoners from the State Prisons (PRCS), added a new status of Split-Sentence where offenders first complete their time in the jail and then released in the community to be supervised directly by a probation officer. Further, the Superior Court has recently added electronic monitoring to Conditional Supervision, where the Court supervises the offender. Electronic monitoring requires supervision of a probation officer as well as the costs associated depending on the type of device. This change is most likely due to the increase in cases and the Superior Court's intent to provide effective supervision. Since the beginning of 2011, High Risk probationers have increased by 25%, Medium Risk increased by 20% and Juvenile Caseload increased by 37% for an overall for an overall increase of 20.5%. This percent increase does not

include Conditional Supervision with electronic monitoring, Banked Caseload (currently 45), or the PC1000 caseload (150).

The Community Corrections Partnership of Mono County is tasked with the development of the County Community Corrections Program. The Chief of Probation is the chair of the CCP; however, funding is authorized by the CCP Executive Committee (CCPEC). On April 4th, the Mono CCPEC met to discuss funding and programming and identify goals for the total amount of \$846,549. This total did not include additional funding for smaller counties. Since then, Mono County has added \$52,000. Of this total, we can expect future funding; however the exact differs depending on revenue.

The 2011-2012 CCPEC appropriated roughly 72% to the Department of Probation with 22% and 6% for the District Attorney and Public Defender. The current CCPEC changed the formula investing heavily in community programs. Probation and the Sheriff's office received \$108,076 and \$122,169 respectively with community programs subcommittee receiving \$267,473.15. The subcommittee is focused on transition services, programming, counseling and education in the jail. This subcommittee is tasked with providing services in the absence of an infrastructure normally found in large to medium sized cities. There is only one community based entity in Mono which is Wild Iris.

The Probation Department is recommending an additional DPO position to offset the increase in cases. Caseloads are too high to efficiently supervise probationers and with the decrease in law enforcement in Mammoth Lakes, the police department can no longer assist Probation while in the field.

The Probation Department is also recommending that the DPOII be reclassified a DPOIII in order to lead the juvenile caseload. He currently performs the duties of this position assisting the juvenile officer as well as the placement officer. The most significant task he performs which characterizes the duties of a POIII is 'providing lead direction, training and work coordination for other Deputy Probation Officers.' He also performs administrative duties, conducts inquiries into complex matters, and oversees the work product of juvenile matters.

These positions are budgeted for the FY 2013-14 Budget.

FISCAL IMPACT:

Item #1 is funded entirely with AB109 monies and expected to cover consecutively. The allocated cost of the Deputy Probation Officer I/II with ERE is \$93,076.

Item #2 is funded entirely with AB109 monies and expected to cover consecutively. The difference in cost from DPOII to DPOIII is \$400.20 a month. The total cost of salary and ERE would be \$9,803.31/month.

The total cost of the proposed changes is \$108,076. The General Fund will not be impacted. The proposals take effect at the FY2013-2014.

Respectfully submitted,

Karin Humiston, Chief of Probation



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|-------------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Public Works - Solid Waste Division |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | Tony Dublino |
| SUBJECT | Renewal and Extension of Solid Waste Parcel Fee for FY 13/14 | | |

AGENDA DESCRIPTION:

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

Proposed Resolutions: R13- , "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2013-2014" and R13- , "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2013-2014."

RECOMMENDED ACTION:

1. Approve and authorize the Chair's signature on Resolution No. R13- , "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2013-2014." 2. Approve and authorize the Chair's signature on Resolution No. R13- , "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2013-2014." 3. Provide any desired direction to staff.

FISCAL IMPACT:

Approximately \$800,000 in fees and interest.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 923 5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [📄 Staff Report](#)
- [📄 Exhibit 1, Resolution 13-XX](#)
- [📄 Schedule A](#)
- [📄 Exhibit 2, Resolution 13-XX](#)
- [📄 Draft Agreement](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/15/2013 8:48 AM | County Administrative Office | Yes |
| 5/14/2013 5:46 PM | County Counsel | Yes |
| 4/30/2013 12:13 PM | Finance | Yes |



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

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

Date: May 21, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Solid Waste Parcel Fee Program, FY13-14

Recommended Action:

1. Approve and authorize the Chair's signature on Resolution No. R13-___, "A Resolution of the Mono County Board of Supervisors Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2013-2014."
2. Approve and authorize the Chair's signature on Resolution No. R13-___, "A Resolution of the Mono County Board of Supervisors Authorizing the Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2013-2014."

Fiscal Impact:

Approximately \$800,000 in revenue from fees and interest.

Discussion:

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee program prior to July 1 to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes. Adoption of the proposed resolution will provide for a status quo program with no increase to the existing \$60 base fee. Therefore, these are not considered new or increased fees, and as such, the program does not require additional consideration under Proposition 218.

Approval of the proposed resolutions (attached to this report as Exhibit 1 and Exhibit 2) will authorize the continuation of the Solid Waste Fee program and the initiation of an agreement to charge and collect solid waste fees within the Town of Mammoth Lakes. Staff recommends that the existing fee schedule be re-established for fiscal year 2013-2014.

The resolution authorizing the Solid Waste Fee Program (see Exhibit 1) will provide for a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60.00 Residential Equivalency Factor. The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring and closure deposit requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program and operation of the County's disposal sites.

The Solid Waste Fee Agreement with the Town (see Exhibit 2) is an annual renewal of previous agreements authorizing the County to collect fees on developed lands within the

Town's jurisdiction in exchange for disposal at the Benton Crossing Landfill by Town residents and businesses. Upon approval by the Board, the Agreement will be forwarded to the Town Council for their consideration.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tony Dublino".

Tony Dublino
Solid Waste Superintendent

Attachments: Exhibit 1 – Draft Resolution Re-Authorizing the Solid Waste Fee Program
 Exhibit 2 – Draft Resolution Authorizing a Solid Waste Fee Agreement with the Town of
 Mammoth Lakes



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2013-2014**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and,

WHEREAS, in past years Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement/consent of the Town Council of the Town of Mammoth Lakes, against land in the Town; and,

WHEREAS, the Board intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

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

1. The program and schedule of solid waste fees imposed by Resolution No. R12-41 is hereby re-established and extended, effective July 1, 2013, against land within the County, including land within the Town of Mammoth Lakes if the Town Council consents through entry into an agreement with the County, according to use and volume of waste generation, in order to raise revenues to pay for County solid waste disposal and related services, and to pay the costs of state-mandated programs related to County waste disposal facilities.

2. Each parcel of land and each of the various waste-generating uses on each parcel in Mono County shall be identified.
3. The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein), shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled “Solid Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated herein by this reference as if fully set forth, and is made a part of the program established by this Resolution.
4. Annual fees shall be charged to the identified lands or uses on the basis of sixty dollars (\$60.00) for each “residential equivalent.”
5. The Mono County “Solid Waste Fee Program” shall be administered and operated in accordance with the following policies:

A. General Provisions.

- 1) There shall be only one fee for each waste-generating use on a parcel of property. For example, if the landowner is assessed for all uses on his parcel, the individual waste generating persons or entities using that parcel shall not be assessed.
- 2) Unless the Public Works Director determines that it is fair and equitable to impose a fee on individual persons or entities generating waste on a parcel, the landowner shall be charged the full amount due as a result of such waste generation.

B. Residential Uses.

- 1) Each owner of a single-family residence shall pay a fee calculated at the rate of “one residential unit” or sixty dollars (\$60.00) per year.
- 2) If it is established that the residence is used fewer than 90 days each year, the owner shall be charged a fee at the rate of one-fourth (0.25) of a “residential unit,” or fifteen dollars (\$15.00) per year. If it is established that the residence is used six months or less, but more than three months, the owner shall be charged a fee at the rate of one-half (0.5) of a “residential unit,” or thirty dollars (\$30.00) per year.
- 3) Mobile homes and individual units in apartments and condominiums shall be charged a fee in accordance with “Schedule A” and Section 5.B.2 of this Resolution.

- 4) The minimum fee for residential use shall not be less than one-fourth the yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per year.

C. Other Uses.

- 1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in accordance with a factor established by the “residential equivalent” assigned in “Schedule A.” Occupancy rate and months open for business may be taken into consideration.
- 2) Ranches and/or farms that dispose their waste on-site, in accordance with Mono County Health Department approvals, shall not be charged a fee.
- 3) Except as specified or clarified in Section 5.D, all other uses shall be charged a fee on the basis of the “residential equivalent factor” as set forth in this Resolution and “Schedule A.”

D. Multiple or Complex Uses.

- 1) Except as “Schedule A” may specifically assign a “residential equivalent factor” for the entire use (e.g., ski base lodge), where a single business entity operates or leases more than one type of waste generating business or use in a single building, the owner of the land or business shall be charged a fee on the basis of the use which has the highest “residential equivalent factor” and the assessment shall be the total thereof.
- 2) Except as “Schedule A” may specifically assign a “residential equivalent factor” to the entire use (e.g., shopping center), where individual waste generating entities operate in more than one building on one or more parcels, each waste generating use shall be assigned the highest “residential equivalent factor” and the fee shall be the total thereof.

E. There shall be no fee on unimproved parcels where waste is not generated.

F. There shall be no fee for Special Districts of the County that receive less than six-tenths of one percent (0.6%) of the countywide property tax allocation.

G. Billing and Collection.

- 1) The Public Works Director shall establish the appropriate fee. The billings for fees shall be based on the ownership status and uses of each parcel as of the first day of March preceding the fiscal year for which the fee is charged.

- 2) The Mono County Treasurer-Tax Collector shall collect fee payments through the property tax billing system or, for properties not otherwise receiving a tax bill, the Public Works Department may bill for and collect fee payments by invoice.

H. Appeals.

- 1) A property or business entity who or which has reason to believe that there should be no fee, that the “residential equivalent factor” has been improperly determined, or that the amount of the fee has been incorrectly calculated, may request the appropriate changes by notifying the Public Works Director in writing of the request no later than 20 days following the date of billing.
- 2) The Public Works Director shall, within 20 days following receipt of the written request, review the facts presented and certified to by the property owner or business entity and grant or deny the request. If the request is granted, the Public Works Director shall prepare an appropriately modified billing, if necessary. Modified billings shall be due and payable no later than 60 days following the billing date.
- 3) A property owner or business entity whose request pursuant to Section 5.H.1 is denied by the Public Works Director shall have the right to appeal that decision to the Board of Supervisors. The request for hearing shall be submitted to the Clerk of the Board of Supervisors within 10 days from the date of the denial notice from the Public Works Director.
- 4) The Board of Supervisors shall fix a time, date, and place for the hearing of any such appeal. The Board of Supervisors shall cause notice of the hearing to be mailed to the applicant not less than 10 days prior to the date set for hearing. At the hearing, the Board of Supervisors or its selected member(s) shall hear the applicant and, within five days, order such revision or correction to the fee as the Board deems just, if any.

I. Delinquent Fees.

- 1) The Public Works Director shall prepare a list of solid waste fees for each respective parcel which remain unpaid for a period of 60 or more days after the date upon which they were billed. A certified copy of the confirmed list shall be filed with the Mono County Auditor-Controller.

- 2) The delinquent solid waste fees set forth in the list shall constitute special assessments against the respective parcels of land and, upon recordation in the office of the County Recorder, are a lien on the property in the amount of the delinquent fees as provided in Government Code section 25831. The assessments may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes. All laws applicable to the levy, collection, and enforcement of county ad valorem property taxes shall be applicable to the assessment, except as provided by subdivision (d) of Government Code section 25831.

SEVERABILITY

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

APPROVED AND ADOPTED this 21st day of May, 2013, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

Byng Hunt, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel

SCHEDULE A
SOLID WASTE GENERATION FACTORS FOR
SELECTED LAND USES

MONO COUNTY SOLID WASTE FEE PROGRAM

| ITEM | LAND USE | RESIDENTIAL EQUIVALENT FACTOR |
|------|-----------------------------|-------------------------------------|
| 1 | Aircraft Repair | 1.00 |
| 2 | Airports | 4.00 |
| 3 | Apartment, per Unit | 1.00 |
| 108 | Arcade | 4.00 |
| 99 | Auto Body & Paint Shop | 2.00 |
| 4 | Auto Service, Major Repairs | 4.00 |
| 5 | Auto Service, Minor Repairs | 2.00 |
| 6 | Auto Service, No Repairs | 1.00 |
| 7 | Bakery | 2.00 |
| 8 | Bank | 4.00 |
| 9 | Barber Shop | 1.00 |
| 10 | Batch Plant | 4.00 |
| 11 | Beauty Shop | 1.00 |
| 12 | Beer Bar | 2.00 |
| 13 | Boardinghouse | 4.00 |
| 14 | Boat Dock | 4.00 |
| 15 | Boat Repair | 1.00 |
| 16 | Boat Sales | 1.00 |
| 17 | Bunkhouse | 2.00 |
| 18 | Cabin, Rented | 0.50 |
| 19 | Campground, per Space | 0.25 |
| 20 | Cannery | 4.00 |
| 21 | Car Wash | 2.00 |
| 22 | Catering | 2.00 |
| 23 | Cinema | 3.00 |

| ITEM | LAND USE | RESIDENTIAL EQUIVALENT FACTOR |
|------|---|-------------------------------------|
| 24 | Church, with Kitchen | 1.00 |
| 25 | Church, without Kitchen | 0.50 |
| 26 | Cleaners | 2.00 |
| 98 | Commercial Ice Manufacturing | 1.00 |
| 27 | Community Center | 1.00 |
| 28 | Condominium, per Unit | 0.50 |
| 29 | Cookhouse | 2.00 |
| 106 | Correction Facility | 1.00 |
| 107 | Daycare Center | 4.00 |
| 30 | Dormitory, per Bed | 0.15 |
| 31 | Duplex | 2.00 |
| 32 | Fast Food Drive-In, No Seats | 2.00 |
| 33 | Fourplex | 4.00 |
| 34 | Government Housing, per Unit | 1.00 |
| 35 | Grocery Store (< 2,000 sq. ft.) | 5.00 |
| 36 | Grocery Store (2,000 - 40,000 sq. ft.) | 10.00 |
| 37 | Grocery Store (> 40,000 sq. ft.) | 50.00 |
| 38 | Guest House | 1.00 |
| 39 | Hangar | 0.50 |
| 40 | Highway Rest Area | 10.00 |
| 41 | Hospital, per Bed | 1.00 |
| 101 | Hotel, per Unit | 0.25 |
| 42 | Laboratory | 1.00 |
| 43 | Laundromat | 3.00 |
| 105 | Library | 4.00 |
| 44 | Light Industry | 2.00 |
| 45 | Lodge | 1.00 |
| 46 | Lounge | 3.00 |
| 47 | Lumber Yard | 4.00 |
| 48 | Machine Shop | 1.00 |
| 100 | Marine Corps Mtn. Warfare Training Center | 103.00 |
| 49 | Mill | 4.00 |

| ITEM | LAND USE | RESIDENTIAL EQUIVALENT FACTOR |
|------|---|-------------------------------|
| 103 | Mini-Mart | 2.00 |
| 50 | Mini-Storage, per Unit | 0.25 |
| 51 | Mobile Home on Residential Parcel | 1.00 |
| 52 | Mobile Home Park, Spaces Rented | 1.00 |
| 53 | Mobile Home (3 per Parcel) | 3.00 |
| 54 | Mobile Home (2 per Parcel) | 2.00 |
| 55 | Motel, with Kitchen, per Unit | 0.50 |
| 56 | Motel, without Kitchen, per Unit | 0.25 |
| 102 | Museum | 4.00 |
| 57 | Newspaper | 4.00 |
| 58 | Office (< 10 employees) | 2.00 |
| 59 | Office (10-19 employees) | 4.00 |
| 60 | Office (20-28 employees) | 6.00 |
| 61 | Office (> 29 employees) | 8.00 |
| 62 | Pack Station | 2.00 |
| 63 | Park | 6.00 |
| 64 | Post Office | 4.00 |
| 65 | Recreational Facility (0 - 2,000 sq. ft.) | 2.00 |
| 66 | Recreational Facility (> 2,000 sq. ft.) | 4.00 |
| 67 | Repair, Tire | 4.00 |
| 68 | Repair, Truck | 4.00 |
| 69 | Residence | 1.00 |
| 70 | Residence (3 per Parcel) | 3.00 |
| 71 | Residence (2 per Parcel) | 2.00 |
| 72 | Restaurant (0 - 20 seats) | 2.00 |
| 73 | Restaurant (21 - 40 seats) | 4.00 |
| 74 | Restaurant (41 - 80 seats) | 8.00 |
| 75 | Restaurant (> 80 seats) | 16.00 |
| 76 | Retail, Auto Parts | 2.00 |
| 77 | Retail, Drug | 2.00 |
| 78 | Retail, Drug and Variety | 4.00 |

| ITEM | LAND USE | RESIDENTIAL EQUIVALENT FACTOR |
|------|---|-------------------------------------|
| 79 | Retail, Gifts | 2.00 |
| 80 | Retail, Hardware | 4.00 |
| 81 | Retail, Liquor | 4.00 |
| 82 | Retail, Other (0 - 2,000 sq. ft.) | 2.00 |
| 83 | Retail, Other (> 2,000 sq. ft.) | 4.00 |
| 84 | Retail, Sporting Goods | 4.00 |
| 85 | RV Park, per Space | 0.25 |
| 86 | Schools, with Food Service, per Student | 0.50 |
| 87 | Shopping Center (0 - 10,000 sq. ft.) | 4.00 |
| 88 | Shopping Center (10,001 - 20,000 sq. ft.) | 8.00 |
| 89 | Shopping Center (20,001 - 40,000 sq. ft.) | 16.00 |
| 90 | Shopping Center (40,001 - 80,000 sq. ft.) | 32.00 |
| 91 | Shopping Center (> 80,000 sq. ft.) | 50.00 |
| 92 | Ski - Base Lodge (0 - 4,000 sq. ft.) | 4.00 |
| 93 | Ski - Base Lodge (> 4,000 sq. ft.) | 40.00 |
| 94 | Studio, Photography | 2.00 |
| 95 | Triplex | 3.00 |
| 104 | USFS Building | 4.00 |
| 96 | Veterinary Hospital | 2.00 |
| 97 | Warehouse | 2.00 |



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING IMPLEMENTATION OF A SOLID WASTE FEE
AGREEMENT WITH THE TOWN OF MAMMOTH LAKES
FOR FISCAL YEAR 2013 – 2014**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and,

WHEREAS, in past years the County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement/consent of the Town Council of the Town of Mammoth Lakes, against land in the Town; and,

WHEREAS, the Board intends by resolution to re-establish and extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218; and,

WHEREAS, the County wishes to re-establish a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the 2013-2014 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the County does hereby authorize implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the 2013-2014 fiscal year.

BE IT ALSO RESOLVED that the Director of Public Works (in consultation with County Counsel) is hereby authorized to execute such an agreement, said agreement to be in general

1 conformance with the terms and conditions identified in Attachment 1, "Solid Waste Fee Agreement
2 with the Town of Mammoth Lakes."

3
4 **APPROVED AND ADOPTED** this 21st day of May, 2013, by the following vote of the Board of
5 Supervisors, County of Mono:

6 **AYES** :

7 **NOES** :

8 **ABSENT** :

9 **ABSTAIN** :

10 _____
11 Byng Hunt, Chair
12 Mono County Board of Supervisors

13 ATTEST:

Approved as to Form:

14 _____
15 Clerk of the Board

16 _____
17 County Counsel

**SOLID WASTE FEE AGREEMENT
WITH THE TOWN OF MAMMOTH LAKES
FOR FISCAL YEAR 2013–2014**

THIS AGREEMENT FOR COLLECTION OF SOLID WASTE FEES WITHIN THE TOWN OF MAMMOTH LAKES BY THE COUNTY OF MONO (“Agreement”) is made and entered into by and between the County of Mono (“County”) and the Town of Mammoth Lakes (“Town”):

RECITALS

WHEREAS, both the County and Town desire to provide solid waste services for their respective residents and businesses; and,

WHEREAS, the County is authorized to provide solid waste disposal services pursuant to California Government Code Section 25830; and,

WHEREAS, the Town is authorized to contract for solid waste disposal services pursuant to Public Resources Code, Section 49300; and,

WHEREAS, the County presently maintains a Class III municipal solid waste disposal site which is available for use by residents and businesses of the Town; and,

WHEREAS, the County has in previous years, most recently by Resolution No. R12-41, adopted and imposed a fee schedule and program for solid waste disposal services provided to the residents and businesses of Mono County; and,

WHEREAS, the Town Council has previously agreed/consented to the imposition of such fees in the Town of Mammoth Lakes and is willing to do so again based on the parties’ mutual understanding that the County will by resolution or ordinance simply re-establish and extend the existing fees for fiscal year 2013-2014 and not impose new or increased fees that would be subject to Proposition 218.

CONTRACT PROVISIONS

NOW THEREFORE, BE IT RESOLVED, based upon the foregoing recitals, the parties to this Agreement hereto agree to the following:

- 1 1. The County agrees to continue to provide a solid waste disposal site for the use by residents and
2 businesses of the Town and by those persons or entities franchised by the Town to provide
3 disposal services to Town residents and businesses pursuant to Public Resources Code, Section
4 49300.
- 5 2. The County agrees that there shall be no significant decrease in the level of services provided at
6 the solid waste disposal site.
- 7 3. The County agrees that the solid waste disposal site shall meet all Federal, State, and local
8 requirements, rules, and regulations, and that the County shall comply with the requirements of
9 the California Government Code Section 25830.
- 10 4. The Town consents to the County’s re-establishment and extension, by resolution or ordinance,
11 upon its residents and businesses a fee consistent with the schedule of fees adopted by the
12 County in previous years, and pursuant to California Government Code, Section 25830 and in
13 accordance with Public Resources Code, Section 49300.
- 14 5. The County agrees to assume primary responsibility for the collection of fees from Town
15 residents and businesses through annual fees to be charged to identified lands within the
16 incorporated limits of the Town, consistent with previous years.
- 17 6. The Town agrees to use its best efforts to cooperate with the County regarding the collection of
18 the above-referenced fees from its residents and businesses.
- 19 7. Both the Town and the County agree that the County shall bear primary administrative
20 responsibility for provision of solid waste disposal services, including, but not limited to
21 environmental monitoring, closure and post-closure activities, setting fees, resident appeals of
22 fees, and all site operations.
- 23 8. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and
24 indemnify the Town, its officers, agents, and employees from and against all suits and cause of
25 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or
26 liability of any nature whatsoever arising by reason of, or incident to, the adoption and
27 implementation of the solid waste disposal program as defined and outlined in this Agreement,
28 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition

- 1 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold
2 harmless, and indemnify the Town, its officers, agents, and employees from and against any
3 suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)
4 damages or liability of any nature whatsoever arising by reason of, or incident to, any
5 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted
6 by the voters in November of 1996.

- 7 9. Both parties agree and understand that the County shall re-establish and extend the fee schedule
8 previously imposed by Resolution No. R12-41, prior to July 1, 2013, and that such fee setting
9 shall be consistent with the requirements of Government Code Section 25830.

- 10 10. Both parties agree that fees may be established, billed, and collected on a monthly or annual
11 basis, and may be billed and collected by the County Tax Collector as part of the regular County
12 property tax billing system.

- 13 11. Both parties agree that this Agreement shall become effective upon execution by both the Town
14 and the County.

- 15 12. The term of this Agreement shall be for a period of one year commencing on or retroactive to
16 July 1, 2013 and ending June 30, 2014. Except as specified in paragraph 16 herein, this
17 Agreement may be terminated without cause by either party upon 90 days written notice to the
18 other party.

- 19 13. The Mono County Board of Supervisors agrees to use all legal means available to increase gate
20 fees to reimburse the Town of Mammoth Lakes and/or the County for its legal and
21 reimbursement fees regarding challenges to Proposition 218, with the caveat that should the
22 County decide to mount a legal defense in response to a challenge of such fees, that the Town
23 will become a partner in that defense and will be able to influence and terminate its involvement
24 in the defense. In addition, the Town of Mammoth Lakes agrees to use all legal means available
25 to require its franchisee to continue to use the Benton Crossing Landfill until such additional
26 gate fees needed to cover the added financial obligation to the Town and/or County are satisfied,
27 not to exceed five years or some other mutually agreeable number of years.

- 28

1 14. The County agrees to provide the Town with any and all documents, reports, or other materials
2 relative to the calculation of fees and the administration of the program contemplated herein as
3 the Town may reasonably request.

4 15. The County and its officers, agents, and employees are independent contractors for the purposes
5 of this Agreement. As such they shall have the rights and duties of independent contractors in
6 providing services under this Agreement.

7 16. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved
8 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable
9 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not
10 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two
11 members of their governing bodies who shall attempt to resolve the dispute. Neither party shall
12 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is
13 mailed.

14 **EXECUTION**

15 This Agreement shall be deemed executed as of the date that it is approved by both the Mono County
16 Board of Supervisors and the Mammoth Lakes Town Council.

17
18 COUNTY OF MONO:

APPROVED AS TO FORM:

19 DRAFT
20 _____
Public Works Director

DRAFT
_____ County Counsel

21
22
23 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

24 DRAFT
25 _____
Mayor

DRAFT
_____ Town Attorney



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

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|-----------------------------------|---|-------------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Public Works - Solid Waste Division |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 15 minutes | PERSONS APPEARING BEFORE THE BOARD | Tony Dublino |
| SUBJECT | Pumice Valley Landfill Permitting | | |

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino regarding current permitting efforts and issues at Pumice Valley Landfill.

RECOMMENDED ACTION:

Authorize staff to communicate Board position to relevant agencies, and provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Tony Dublino

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/15/2013 3:28 PM | County Administrative Office | Yes |
| 5/15/2013 3:28 PM | County Counsel | Yes |
| 5/15/2013 9:52 AM | Finance | Yes |



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

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

Date: May 21, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Pumice Valley Landfill Permitting

Recommended Action:

Approve and authorize Chair to sign letter to CalRecycle, the Local Enforcement Agency (LEA), and the Los Angeles Department of Water and Power (LADWP), regarding the re-permitting of the Pumice Valley Landfill (PVLf).

Fiscal Impact:

None at this time

Discussion:

The Pumice Valley Landfill (PVLf) currently operates pursuant to a permit which was issued in 1978. The permit is supported by technical documents from 1988, with a permitted capacity of approximately 350,000 cubic yards (cy). As of today, approximately 120,000 cy, or 35%, of the landfill has been filled.

During 2004, the County developed a new plan for operating and closing Pumice Valley Landfill, based on the assumption that Benton Crossing Landfill would close in 2023 and that the waste would then be re-directed to PVLf. The plan would expand the capacity at PVLf to approximately 700,000 cy. A General Plan Amendment and CEQA document were prepared and adopted in support of this plan.

In November of 2004, LADWP signed a permit application consistent with the above plan, but the issuance of the permit was delayed due to requests for additional information by CalRecycle. By the time the additional information was provided, a new application and new signature from LADWP were required. At that time, LADWP began expressing concerns about landfill operations in general, and refused to re-sign the permit application. LADWP has since made numerous requests for additional information regarding PVLf and the County's solid waste program.

The County is required to submit a new application for a Solid Waste Facility Permit at PVLf. The County has worked in a variety of ways to address LADWP's requests for additional information, with to the goal of obtaining its signature on the 2004 plan. In January of 2013, the LEA issued a Compliance Schedule which obligates the County, as well as LADWP, to specific actions and deadlines leading to the issuance of a new permit based on the 2004

plan. Failure to meet these deadlines could result in the imposition of administrative penalties and/or fines.

The County responded to the compliance schedule by submitting a fully updated version of the 2004 plan in February 2013 (the 2013 plan). In response, LADWP has now said it will not sign a permit that expands capacity at Pumice Valley. This position renders the 2013 plan, and associated designs and engineering, largely unusable.

LADWP instead has offered to sign an extension of the current permit, with the current capacity, for another 5 years. This action would also require the County to enter into another lease with LADWP, with updated terms and conditions. Moreover, because the 1988 technical documents upon which the current permit is based are not sufficient by today's regulatory standards, it is expected that this alternative would also require development of a new plan for the site.

Accordingly, the County is faced with the following options, all of which would require that CalRecycle and the Local Enforcement Agency agree to modify the Compliance Schedule:

1. Work with LADWP to gain its acceptance of the 2013 plan as currently presented. Potentially develop language to be added to the plan stating that LADWP's approval of the plan does not commit it to any particular course of action or obligate it in the future to authorize full execution of the plan.
2. Contract for engineering services to re-design the 2013 plan with a preliminary closure plan of 350,000 cy capacity.
3. Contract for engineering services to alter the 2013 plan to exclude the disposal of MSW waste at PVLFF, re-do site life calculations using only C&D and inert waste, but retain preliminary closure plans and related design.

Staff would like the Board's assistance and support in achieving option 1 from the list above and requests that the Board approve a letter, to be drafted and provided prior to the meeting, expressing that support.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Economic Development |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 15 minutes | PERSONS APPEARING BEFORE THE BOARD | Dan Lyster |
| SUBJECT | Request for Funding from the Fish & Game Fine Fund | | |

AGENDA DESCRIPTION:

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

Request for funding from the Fish & Game Fine Fund to purchase fish food for Conway Ranch. Specifically, the fish food is for use by Inland Aquaculture Group in raising fish for release into waters open to the public and therefore meets the purposes of the Fine Fund as set forth in Fish and Game Code section 13103(d).

RECOMMENDED ACTION:

Approve or deny request of \$ 6,869.50 for the purchase of fish food for Conway Ranch.

FISCAL IMPACT:

If approved, the fiscal impact to the Fish & Game Fine Fund will be \$ 6,869.50. The current balance in this fund is \$ 19,697.65.

CONTACT NAME: Dan Lyster

PHONE/EMAIL: 924-1705 / dlyster@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Request for Funding](#)

[Funding Request](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:48 AM | County Administrative Office | Yes |
| 5/14/2013 5:09 PM | County Counsel | Yes |
| 5/13/2013 3:08 PM | Finance | Yes |



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1700 • (760) 924-1697 (Fax)

Dan Lyster
Director
dlyster@mono.ca.gov

Alicia Vennos
Manager
avennos@mono.ca.gov

STAFF REPORT

DATE: May 21, 2013

SUBJECT: Request for Fish & Game Fine Fund Monies

RECOMMENDATION : Subsequent to discussion among the Board regarding the merit of this request respectively, direct staff accordingly.

BACKGROUND: At the May 1st meeting of the Mono County Fisheries Commission , the Conway Ranch Foundation (CRF) requested \$ 6,869.50 to purchase fish food for the Conway Ranch. The MCFC unanimously approved this request and recommends funding such request from the Fish & Game Fine Fund. A copy of the funding request from CRF is attached.

DISCUSSION : N/A

FISCAL IMPACT : If approved, the fiscal impact to the Fish & Game Fine Fund will be \$ 6,869.50. The current balance in this fund is \$ 19,697.65.

760.932.7024
dpokim@msn.com

**Mono County Fisheries Commission
Local Funding Request Form**

1. Name of Organization Conway Ranch Foundation Inc.

2. Mailing Address PO Box 100 PMB 127
Mammoth Lakes CA 93546

3. Contact Person (Chairperson) John Frederickson
Phone Office (760) 935-4755 Ranch cell (760) 709-6446

4. Purpose of Organization

Conway Ranch Foundation Mission Statement - Conway Ranch Foundation seeks to: provide educational and interpretive opportunities at the historic Conway Ranch, preserve and enhance the Conway Ranch fisheries resources, **promote economic benefits for the Eastern Sierra communities** and enhance fishing opportunities at the historic Conway Ranch

5. Amount of funding requested \$ 6,869.50 Tax ID # 25-3885193
If you do not have a tax ID number, has one been requested? Yes No

6. Please describe in detail how the requested funding will be used.

We are requesting \$6,869.50 for 150 bags of 7.5 floating fish food and 100 bags of 6.0 sinking fish food. Please see attachment for details.

7. What other sources have you pursued to obtain funding? Please attach any information that will assist in establishing the funding history of the organization. Attached, please find our Profit & Loss statement for 2013 to date.

To date all donations received have been from individuals and small businesses. All funds received from the daily operations have been invested back into Conway Ranch to restore and preserve the property. To date we have brought in \$230,310.93 all of that which has been invested back into the ranch.

8. Length of Program April 2009 to present

9. Number of local participants/volunteers Six

ORDER CONFIRMATION

// COPY //

SKRETTING



Customer

INLAND AQUACULTURE GROUP
INLAND AQUACULTURE GROUP
P.O. BOX 419
LEE VINING, CA 93541

760-935-4755

Delivery address

INLAND AQUACULTURE GROUP
100 CONWAY RANCH ROAD
LEE VINING, CA 93541

760-709-6446

| | | | | | |
|---------------|----------|-----------------|-----------|---------------|------------|
| Order date | 03/25/13 | Your order no. | | Customer no. | N1744 |
| Your date | 03/25/13 | Your reference | RAVEN | Our order no. | 0000312107 |
| Shipment date | 04/05/13 | Delivery terms | DELIVERED | Currency | USD |
| | | Delivery method | TRUCK | Our reference | Colin Cook |
| Forward agent | | Payment terms | 30 Days | Page: | 1(1) |

| Item no | Description | Quantity | U/M | Weight | Sales price | Amount |
|--------------|---------------------------|----------|-----|--------|-------------|----------|
| N02840370751 | 7.5MM TROUT FLT 18.16AST | 150 | 40 | 6000 | 0.6245 | 3,747.00 |
| N02840370601 | 6.0MM TROUT SINK 18.16AST | 100 | 50 | 5000 | 0.6245 | 3,122.50 |

<<<< MUST HAVE LIFTGATE AND PALLET JACK >>>>

CALL AHEAD FOR DELIVERY APPOINTMENT 760-935-4755

| | |
|-------------|----------|
| Order total | 6,869.50 |
| Total | 6,869.50 |

Please review the following information carefully. If there are any changes and or corrections please call us promptly at our toll free service number: 1-800-521-9092

Please sign and return by fax as confirmation on your order.

Order approved by:

We make no guarantees or warranties for this product (including but not limited to any implied warranties of merchantability or fitness for a particular purpose, which we disclaim) except we guarantee that, at the time of shipping, no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act or is an article which may not, under the provisions of section 404 or 512 of the Act, be introduced into interstate commerce.

Conway Ranch Foundation
Profit & Loss
January 1 through March 27, 2013

| | <u>Jan 1 - Mar 27, 13</u> |
|----------------------|---------------------------|
| Oxygen | 33.05 |
| Sales Tax - BOE | 34.00 |
| Stocking Permit | 59.23 |
| Store Expenses | |
| Caps | -174.50 |
| Total Store Expenses | <u>-174.50</u> |
| | |
| Total Expense | <u>8,698.63</u> |
| | |
| Net Ordinary Income | -6,898.63 |
| | |
| Other Income/Expense | |
| Other Income | |
| Finance Charges | 257.87 |
| Total Other Income | <u>257.87</u> |
| | |
| Net Other Income | <u>257.87</u> |
| | |
| Net Income | <u><u>-6,640.76</u></u> |

Conway Ranch Foundation
Profit & Loss
January 1 through March 27, 2013

| | <u>Jan 1 - Mar 27, 13</u> |
|---------------------------------|---------------------------|
| Ordinary Income/Expense | |
| Income | |
| Direct Public Support | |
| Individ, Business Contributions | 1,800.00 |
| Total Direct Public Support | <u>1,800.00</u> |
| Total Income | 1,800.00 |
| Expense | |
| Activity Expense | |
| Float Tube Pond | -75.00 |
| Total Activity Expense | <u>-75.00</u> |
| Auto Expense | |
| Auto Maintenance & Repair | 4.27 |
| Auto Registration | 1,082.00 |
| Total Auto Expense | <u>1,086.27</u> |
| Bank Service Charges | |
| PayPal Transaction Fee | 2.50 |
| Total Bank Service Charges | <u>2.50</u> |
| Business Expenses | |
| Business Registration Fees | 55.00 |
| Total Business Expenses | <u>55.00</u> |
| Facilities and Equipment | |
| Utilities | 72.66 |
| Total Facilities and Equipment | <u>72.66</u> |
| Hatchery | |
| Fuel | 1,187.21 |
| Total Hatchery | <u>1,187.21</u> |
| Operations | |
| Donations to Others | 275.00 |
| Office Equipment | 1,758.28 |
| Postage, Mailing Service | 26.30 |
| Printing and Copying | 100.78 |
| Supplies | 100.39 |
| Telephone, Telecommunications | 653.38 |
| Total Operations | <u>2,914.13</u> |
| Other Types of Expenses | |
| Insurance - Auto | 1,232.33 |
| Insurance - Liability, D and O | 1,504.00 |
| Insurance - Workmans Compensati | 767.75 |
| Total Other Types of Expenses | <u>3,504.08</u> |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|--------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Economic Development |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 minutes | PERSONS APPEARING BEFORE THE BOARD | Alicia Vennos/Dan Lyster |
| SUBJECT | Appointment of Board member to Economic Development Strategic Plan Sub-Committee | | |

AGENDA DESCRIPTION:

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

The Economic Development Strategic Plan Sub-Committee requires an additional Supervisor to participate in this working group, (to replace former Supervisor Hansen). Currently Supervisor Hunt sits on the Sub-committee. The county-wide Economic Development Strategic plan is being developed by an independent consultant, Strategic Marketing Group, and the Sub-committee's role is to provide feedback, comments, suggestions and direction throughout the process.

RECOMMENDED ACTION:

Appoint an additional Supervisor to the Economic Development Strategic Plan Sub-committee.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Request for Proposal - Economic Dev Strategic Plan](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/16/2013 8:25 AM | County Administrative Office | Yes |
| 5/16/2013 8:25 AM | County Counsel | Yes |
| 5/15/2013 3:05 PM | Finance | Yes |



MONO COUNTY

ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 2415, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1743 • (760) 924-1697 (Fax)

Dan Lyster
Director
dlyster@mono.ca.gov

Alicia Vennos
Manager
avennos@mono.ca.gov

STAFF REPORT

SUBJECT: Appointment by the Board of an additional Supervisor to the Economic Development Strategic Plan Sub-committee.

RECOMMENDATION: To appoint a second member of the Board to replace former Supervisor Hansen and to join Supervisor Hunt on the Economic Development Strategic Plan Sub-committee.

BACKGROUND: The EDS Plan sub-committee currently includes Supervisor Hunt, two members from the Mono County Tourism/Film Commission, and staff from both the Economic Development and Community Development departments. At the Board's request, and in collaboration with the EDS Plan Sub-committee, staff prepared and issued an RFP last summer for the research, creation and development of two projects:

1. Mono County Economic Development Strategic Plan – a comprehensive, strategic plan to guide the county's policies and decision-making over the next five to ten years.
2. Marketing Plan Element for the Corridor Management Plan (CMP) and Application for the National Scenic Byway Designation – a comprehensive strategic plan that will provide direction and vision to the overall Corridor Management Plan. In turn, the CMP will be part of the County's overarching Economic Development Strategic Plan (EDS).

The sub-committee interviewed candidates and hired independent consultant Strategic Marketing Group (Principal: Carl Ribaud) in July, 2012. Since that time, SMG has been researching and gathering data and feedback through stakeholder interviews, surveys, and through the analysis of existing reports and research, and is in the process of preparing draft reports and recommendations. A draft of the Marketing Plan Element for the CMP/Scenic Byway application is under preliminary review by staff, and input will be requested by the Sub-committee within the next two weeks. A draft of the Economic Development Strategic plan will be available for by the EDS Plan Sub-committee, also before the end of May.

To provide detailed background on the project, a copy of the RFP is also attached as a separate document.

FISCAL IMPACT: None



County of Mono

Economic Development and Special Projects
452 Old Mammoth Rd. – Suite 311
PO Box 603, Mammoth Lakes, CA 93546
(760) 924-1743 Fax (760) 924-1697

REQUEST FOR PROPOSALS:

MONO COUNTY ECONOMIC DEVELOPMENT STRATEGY

and/or

MARKETING PLAN ELEMENT

for the

NATIONAL SCENIC BYWAY CORRIDOR MANAGEMENT PLAN



Photo © Londie Padelsky

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County of Mono

Economic Development and Special Projects

REQUEST FOR PROPOSALS:

MONO COUNTY ECONOMIC DEVELOPMENT STRATEGY

and/or

MARKETING PLAN ELEMENT

for the

NATIONAL SCENIC BYWAY CORRIDOR MANAGEMENT PLAN

TABLE OF CONTENTS

| | |
|---|----|
| Introduction | 1 |
| County Description | 1 |
| Description of Project #1..... | 2 |
| Description of Project #2 | 8 |
| Submittal Information and Requirements..... | 12 |
| Proposal Selection Process for Projects #1 and #2 | 14 |
| Contract Award(s) | 15 |

Attachment 1: Evaluation Criteria for Project #1

Attachment 2: Evaluation Criteria for Project #2

Attachment 3: Selection Process Schedule

Attachment 4: DBE Information and Forms

Attachment 5: Non-Lobbying Certification Forms

Attachment 6: Sample Contract

Attachment 7: Payment and Project Schedule- Project #1

Attachment 8: Payment and Project Schedule- Project #2

Attachment 9: Federal Provisions

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I. INTRODUCTION

This Request for Proposals (RFP) is soliciting proposals from qualified consultants that are able to complete one or both of the following two projects:

- The County of Mono, California, is seeking a qualified consultant to assist in the preparation of an **Economic Development Strategy (EDS)** which will be a comprehensive, strategic plan to guide the county's policies and decision-making over the next five to ten years.
- The County of Mono, California, is also seeking a qualified consultant to assist in the preparation of the **Marketing Plan Element (MPE)** for the Corridor Management Plan which is a part of Mono County's application for designation as a National Scenic Byway. The Marketing Plan Element will be a comprehensive strategic plan that will provide direction and vision to the overall Corridor Management Plan (CMP). In turn, the CMP will be part of the County's overarching Economic Development Strategic Plan (EDS).

Because these two projects will be integrated together, Mono County encourages qualified consultants to submit proposals for both projects in order for Mono County to maximize efficiencies. To that end, bonus points in addition to the points scored based on the evaluation criteria in Attachment #1, entitled "Evaluation Criteria for Project #1", are available for consultants that submit a proposal addressing both projects.

II. COUNTY DESCRIPTION

The County of Mono was created by an act of the Legislature on April 21, 1861. Mono County is located in the east central portion of the State of California, to the east of the Sierra Nevada Mountain Range between Yosemite National Park and Nevada. As of the 2010 census, the population of Mono County was 14,202, up from 12,853 at the 2000 Census.

The county seat is the town of Bridgeport, where most of the county offices are located. The historic courthouse, in the center of town, is California's second oldest courthouse to be in continuous use since its construction in 1880. The county land area is 3,030 square miles, 94% of which is publicly owned. Much of this land is contained in the Inyo and Toiyabe National Forests. Mono County is known for its vast scenic and recreational resources which draw over 1.5 million visitors annually for year-round activities such as hiking, fishing, skiing, cycling, snowmobiling, high altitude training, photography, historical and museum tours, sightseeing, and more.

The only incorporated town in Mono County is Mammoth Lakes, which is located at the base of Mammoth Mountain. Other communities, such as June Lake, are also well-known skiing and fishing resort destinations. Located in the middle of the county is Mono Lake, a vital habitat for millions of migratory and nesting birds. The lake is located in a wild, natural setting, with pinnacles of tufa rising out of the salty and alkaline lake. Also located in Mono County is Bodie, the official state gold rush ghost town, which is now a California State Historic Park. Other major attractions include Yosemite National Park and Devils Postpile National Monument.

The major access to Mono County is via Scenic US 395. In addition, commercial air service to Mammoth Yosemite Airport is available on a daily, year-round basis from Los Angeles International Airport (LAX). Seasonally, winter flights are available from LAX, San Francisco, San Jose, San Diego and Orange County, California. The two main carriers are Alaska Airlines and United Airlines.

III. PROJECT #1: ECONOMIC DEVELOPMENT STRATEGY

A. Funding: This project is **funded by Mono County**. Contracts are subject to the availability of said funding.

B. Scope of Work: The Economic Development Strategy (EDS) will define the key economic strengths in Mono County, as they exist currently and how they can be developed over the next decade to create sustainable growth opportunities. A comprehensive and practical document, the plan will provide overall strategic direction to the Board of Supervisors for planning and decision-making. It will provide realistic, practical recommendations that will optimize and expand existing and future opportunities. Most importantly, it will supply prioritized project lists along with action items and strategies that, when implemented, will create sustainable long-term economic prosperity to ensure year-round employment for county residents, business owners and stakeholders.

The EDS must include an analysis of the main economic sectors that exist currently in the county, including strategies for present and future success in each component and subcomponents that directly and indirectly create jobs and/or revenue. Each component should define obstacles, opportunities, risks and potential growth. Specific projects to support the strategy should be identified, benchmarks defined, and a structure within the county staff, and community at large must be detailed. A SWOT (Strength, Weaknesses, Opportunities, and Threats) assessment will be included.

In addition to the main economic sectors, the EDS will identify new sustainable economic growth opportunities based on the economic data and the analysis of the consultant. Each suggested or newly identified segment should include the same data and information requirements as the identified economic sectors.

Upon completion, the Economic Development Strategy will be presented for adoption by the Mono County Board of Supervisors. The Economic Development Subcommittee (with representatives from the Mono County Board of Supervisors and the Mono County Tourism & Film Commission) will monitor will contract performance and facilitate completion of the project. The Mono County Tourism & Film Commission will oversee and facilitate completion of the project.

County stakeholders (RPACS, chambers of commerce, county staff, Town of Mammoth Lakes, various state and federal agencies, etc.) will be consulted. Data gathered from public and community/stakeholder meetings and workshops in the past will be reviewed and prioritized. Necessary public meeting(s) will be held to support the project, as well. Cooperation with other local, state, federal and tribal agencies will be important. The Mono County Board of Supervisors will be consulted as necessary.

Building off the elements, goals, objectives and priorities established in the development of the EDS, **the scope of work for the Economic Development Strategy shall include the following deliverables:**

1. Analysis of Current Situation: The EDS must contain an analysis of the economic development situation of the county that illustrates and describes the present condition of the region. This analysis will include an overview of the economy, geography, population, workforce, natural and man-made resources, transportation access, environment, tourism and recreation trends, current county government priorities and direction, and other relevant information.

2. Analysis of Challenges & Opportunities: The EDS must include a detailed analysis of the economic development challenges and opportunities that identifies strengths and weaknesses of the region's attributes (workforce, geographic, economic, etc.). As well the analysis will evaluate the problems and opportunities for the regional economy that stem from internal and external factors. This analysis must:

- Acknowledge and include relevant material from other government-sponsored or supported plans and be consistent with any applicable State and local workforce investment strategies.
- Identify past, present, and projected future economic development investments in the region.
- Identify and analyze the strengths, weaknesses, opportunities and threats of the economic clusters and industry sectors within the region.

3. EDS Goals and Objectives: The EDS must establish goals and objectives which will provide solutions to the economic challenges, as well as capitalize on the region's resources. All strategic projects, programs, or activities identified in the EDS must fulfill the stated goals and objectives.

The EDS Goals and Objectives will be achievable within the 5-year time frame of the EDS. The Goals will define a broad vision and level of expectation for the region; the Objectives will be measurable and realistic, and will include the specific actions needed to achieve the goals.

4. Community and Private Sector Participation: Public and private sector partnerships and involvement are critical to the creation and implementation of the EDS. The EDS will analyze and evaluate the input from the region's communities, (including local, regional, state and national agencies), and from the private sector and stakeholders, and this information will be a strong contributing factor in the development of the EDS. This process will include:

- The review and prioritization of data gathered from public and community/stakeholder meetings and workshops in the past;
- Necessary public meeting(s) conducted to support the project, and;

- Cooperation with other local, state, federal and tribal organizations and agencies to take into account existing and future state/regional/community economic development plans.

5. Strategic Projects, Programs and Activities: The EDS will identify regional projects, programs and activities that will work to achieve the Goals and Objectives of the EDS. Projects will be prioritized as follows:

- **Primary Projects:** Identify and prioritize the most important projects, programs, and activities that will fulfill the EDS Goals, address the region's greatest needs, and optimize the county's competitive advantages. In addition, overarching themes for regional economic development success will be part of this section. Every primary project will be accompanied by tactical components and preliminary action plans for implementation, and will also identify realistic sources of funding, and suggestions for partnerships in implementation.
- **Secondary Projects:** Identify and prioritize a list of secondary projects, programs and activities that will also address the EDS Goals and Objectives. This list of suggested projects will be secondary in urgency to the Primary Projects but will have sufficient positive economic impact to merit consideration in county planning and budgeting. Included in this analysis will be the projected revenue, and number of jobs, that will be generated through implementation. Preliminary action plans for the execution of secondary projects will be outlined in detail, with lead organization, partnerships, and funding sources identified.

6. EDS Action Plan: The plan of action will implement the goals, objectives and strategies of the EDS within guidelines that:

- Support and sustain economic development and opportunity;
- Enhance and protect the environment;
- Optimize transportation access;
- Incorporate the use of technology, including viable opportunities available with improved regional access to high-speed digital and broadband communications;
- Balance the current and future demands on physical, geographic and human resources;
- Recommend viable funding sources, and:
- Build upon applicable regional and/or State workforce policies or development strategies.

7. Performance Measures: The EDS must develop measurable criteria to evaluate the successful development and implementation of the EDS. A partial list of suggestions may include:

- Job creation/retention after implementation of the EDS;
- Projected visitor days and associated revenue;

- Projected investments by the private sector;
- Expected shifts in the county's economic climate; and
- Other quantitative/qualitative measures that will determine progress and success in attaining the EDS Goals and Objectives.

8. Initial Work Plan & Monthly Progress Report: Consultant will provide monthly progress reports to ensure that satisfactory and continued progress is made towards achieving the objectives of the project. Monthly progress reports will include major milestones, project schedules, progress by deliverable-to-date, description of process, and revised dates if necessary.

9. Draft Plan: Consultant will provide a draft plan with ample time for staff and EDS Sub-committee members to give feedback for the final document. Staff will review draft plan and provide feedback prior to the preparation of the final document.

10. Final Plan: Of course, the end-product of this project is a comprehensive, written Economic Development Strategic Plan, submitted in both hard copy and electronic form. Once the EDS Plan is delivered, the Consultant will meet with staff to discuss the overall contract and its closeout. The Consultant may be required to make at least one presentation of the MPE in person to the Board of Supervisors.

IV. **PROJECT #2:** MARKETING PLAN ELEMENT

A. Funding: This project is **federally funded** by the Federal Highway Administration (FHWA). Contracts will be made pursuant to the Code of Federal Regulations and FHWA procurement guidelines and are subject to the Federal Provisions, attached hereto as Attachment 9, as well as the availability of funding.

B. Purpose: As mentioned above, Scenic Highway US 395 is the transportation backbone for the Eastern Sierra. It runs north-south through the entire length of Mono County, approximately 100 miles, and is a state-designated Scenic Byway. Branching off this beautiful highway are several communities, resort towns, and fishing villages, access to state parks and Yosemite National Park, wilderness areas, miles of hiking trails, hundreds of lakes, rivers, and two national forests, historical sites and natural wonders, all which comprise the "Corridor."

The County is currently preparing an application for National Scenic Byway Designation that requires a Marketing Plan Element (MPE) for the Scenic Byway Corridor Management Plan (CMP) and its communities. Public input and data analysis collected in Mono County's Economic Development Strategy (EDS) can be used synergistically to assist in creating the Marketing Plan Element.

The Corridor Management Plan requires identifying and highlighting the uncommon features of the Corridor, rather than simply relying on the area's natural beauty alone to attract visitors. The Corridor's intrinsic qualities and "outstanding remarkable values" (to borrow a term from Yosemite's Merced Wild & Scenic River Plan) must be showcased as part of the Marketing Plan Element, and the Byway must be seen as a destination in its own right. The National Scenic Byways Program defines intrinsic qualities as "features that are considered representative, unique, irreplaceable, or distinctly characteristic of an area. Intrinsic qualities arise from a

particular combination of resources along a byway that together define its character, interest and appeal.”

Reviewing and understanding the requirements for the National Scenic Byway Designation will be helpful, and can be found at www.BywayOnline.org

C. Scope of Work: The Marketing Plan Element (MPE) will define the key economic strengths in Mono County’s Byway Corridor, as they exist currently and how they can be developed over the next decade to create sustainable growth opportunities. A comprehensive and practical document, the plan will provide overall strategic marketing direction to the 395 Scenic Byway Corridor Management Plan. It will provide recommendations that will optimize and expand existing and future opportunities through the development of marketing goals and objectives. Most importantly, it will supply prioritized project lists along with action items and strategies that, when implemented, will create sustainable long-term economic prosperity for the Corridor and its communities.

The Marketing Plan Element (MPE) will be designed to complement the EDS along with regional and state tourism marketing plans. It will incorporate relevant economic development data and identify target markets for the byway. A variety of marketing tactics will be included in the MPE relating to marketing goals and the supporting objectives to be identified with public outreach, a variety of existing plans, and other sources.

The MPE must include an analysis of the main economic sectors that exist currently along the corridor and those developed in the EDS. Each component should define obstacles, opportunities, risks and potential growth. Specific projects to support the MPE should be identified, benchmarks defined, and a structure within the county staff and community at large must be detailed. A SWOT (Strength, Weaknesses, Opportunities, and Threats) assessment will be included.

In addition to the main economic sectors, the MPE will identify new sustainable economic growth opportunities based on the economic data and the analysis of the consultant for implementing marketing activities. Each suggested or newly identified segment should include the same data and information requirements as the identified economic sectors.

Upon completion, the MPE will be presented for adoption by the Mono County Board of Supervisors as part of the Corridor Management Plan project. The Mono County Tourism & Film Commission Subcommittee (with representatives from the Mono County Board of Supervisors and the Mono County Tourism & Film Commission) will contract performance and facilitate completion of the project.

County stakeholders (RPACs, chambers of commerce, county staff, Town of Mammoth Lakes, various state and federal agencies, etc.) will be consulted. Data gathered from public and community/stakeholder meetings and workshops in the past will be reviewed and prioritized. Necessary public meeting(s) will be held to support the project, as well. Cooperation with other local, state, federal and tribal agencies will be important. The Mono County Board of Supervisors will be consulted as necessary.

Building off the elements, goals, objectives and priorities established in the development of the EDS, **the scope of work for the Marketing Plan Element shall include the following deliverables:**

- 1. Analysis of Current Situation:** The MPE must analyze the current economic development situation of the Scenic Byway Corridor, recognizing the Corridor's current intrinsic qualities and byway themes. This analysis will provide background on the economy, current marketing strategies within the County and communities along the corridor, geography, population, workforce, natural and man-made resources, transportation access, environment, tourism and recreation trends, current county government priorities and direction, and other relevant information.
- 2. Analysis of Challenges & Opportunities:** The MPE must include a comprehensive analysis of the economic development challenges and opportunities that identifies strengths, weaknesses, and opportunities of the Corridor's attributes (workforce, geographic, economic, etc.). This SWOT-type analysis must:
 - Acknowledge and include relevant material from other government-sponsored or supported plans and be consistent with any applicable state and regional workforce investment strategies.
 - Identify past, present, and projected future economic development investments in the Corridor.
 - Identify and analyze the strengths, weaknesses, opportunities and threats of the economic clusters and industry sectors as they relate to marketing and economic development within the Corridor.
- 3. MPE Goals and Objectives - Defining the Vision:** The MPE must establish goals and objectives that will provide solutions to the economic challenges, as well as capitalize on the resources of the Corridor. All strategic projects, programs, or activities identified in the MPE must fulfill the stated goals and objectives. The MPE Goals and Objectives will be achievable within an identified time frame, e.g. immediate, immediate range, long range. The Goals will define a broad vision and level of expectation for the region; the Objectives will be measurable and realistic and will include the specific actions needed to achieve the goals.
- 4. Community and Private Sector Participation:** Public and private sector partnerships and involvement are critical to the implementation of the Corridor Management Plan and the MPE. The MPE will analyze and evaluate the input from the region's communities, (including local, regional, state and national agencies), and from the private sector and stakeholders, and this information will be a strong contributing factor in the development of the MPE. This process will include:
 - The review and prioritization of data gathered from public and community/stakeholder meetings and workshops in the past;
 - Necessary public meeting(s) conducted to support the project, and;
 - Cooperation with other local, state, federal and tribal agencies and organizations so that the MPE may identify ways to complement other byways, national/state parks, attractions and designated routes in close proximity.

5. Strategic Projects, Programs and Activities: The MPE will identify regional projects, programs and activities designed to implement the Goals and Objectives of the MPE. As required by the CMP, this will include “a narrative describing how the National Scenic Byway will be positioned for marketing.” This section should identify and describe:

- **Primary Projects:** Identify and prioritize the most important projects, programs, and activities that will fulfill the MPE Goals, address the region’s greatest needs, and optimize the county’s competitive advantages. In addition, an overarching narrative, theme or “story” for regional economic development success will be part of this section. Every primary project will be accompanied by tactical components and preliminary action plans for implementation, and will also identify realistic sources of funding, and suggestions for partnerships in implementation.
- **Secondary Projects:** Identify and prioritize a list of secondary projects, programs and activities that will also address the MPE Goals and Objectives. This list of suggested projects will be secondary in urgency to the Primary Projects but will have sufficient positive economic impact to merit consideration in the overall Corridor Management Plan. Included in this analysis will be the projected revenue, and number of jobs, that will be generated through implementation. Preliminary action plans for the execution of secondary projects will be outlined in detail, with lead organization, partnerships, and funding sources identified.

6. Branding: The MPE will identify three substantiated directions for potential Brand Development for the Corridor that relate to, and enhance, the Byway’s narrative, history, stories, benefits and the intrinsic qualities that support the scenic designation.

7. MPE Marketing Communication: The MPE will include a comprehensive communication, advertising and promotion plan, with detailed, practical strategies and tactics which address the Goals and Objectives. The communication plan will identify target markets, and will generate public awareness of the Scenic Byway Corridor, designed to motivate overnight visitation.

8. MPE Action Plan: The plan of action will implement the goals, objectives and strategies of the EDS within guidelines that:

- Support and sustain economic development and opportunity;
- Enhance and protect the environment;
- Optimize transportation access;
- Incorporate the use of technology, including viable opportunities available with improved regional access to high-speed digital and broadband communications;
- Identify potential cooperative partners and agencies for marketing activities, with tactical, step-by-step recommendations for developing these partnerships;
- Balance the current and future demands on physical, geographic and human resources;

- Recommend viable funding sources; and,
- Build upon applicable regional and/or State workforce policies or development strategies.

9. Performance Measures: The MPE must develop measurable criteria to evaluate the successful development and implementation of the MPE. A partial list of suggestions may include:

- Job creation/retention after implementation of the MPE;
- Projected visitor days and associated revenue;
- Projected investments by the private sector;
- Expected shifts in the county's economic climate as a result of implementation; and
- Other quantitative/qualitative measures that will determine progress and success in attaining the MPE Goals and Objectives.

10. Initial Work Plan & Monthly Progress Report: Consultant will provide monthly progress reports to ensure that satisfactory and continued progress is made towards achieving the objectives of the project. Monthly progress reports will include major milestones, project schedules, progress by deliverable-to-date, description of process, and revised dates if necessary.

11. Draft Plan: Consultant will provide a draft plan with ample time for staff and steering committee members to give feedback for the final document. Staff will need to review draft plan to give feedback prior to the final document.

12. Final Plan: The end-product of this project is a comprehensive, written marketing plan for the Hwy 395 Corridor Management Plan, submitted in hard copy and electronic format. Once the final Marketing Plan Element is delivered, the Consultant will meet with staff to discuss the overall contract and its closeout. The Consultant may be required to make at least one presentation of the MPE in person to the Board of Supervisors.

V. SUBMITTAL INFORMATION AND REQUIREMENTS

A. Submittal Requirements: Qualified consultants are invited to submit a single proposal for either one or both of the projects described in this RFP. Submittals shall be thorough and concise. The proposal should address the elements specified herein and be presented in the following format:

1. **Letter of Introduction and Availability.** Provide an introduction to the consultant or firm, including the year it was established, as well as a statement of interest in the project and an overall understanding of the scope of work. Include complete contact information and signatures of all individuals authorized to make representations for the firm. Also include a commitment to participate in interviews the week of May 7, 2012.

2. **Outline of Qualifications and Experience.** Provide an overview of background, relevant experience, credentials and qualifications as they pertain to the project's scope of work and deliverables. Introduce and provide background information and related experience of staff who will be involved in the project. If the use of sub-consultants is proposed, similar information should be provided for each sub-consultant.
3. **Examples of Similar Projects.** Provide examples of previously completed Economic Development Strategic Plans and Strategic Marketing Plans that have similar deliverables and elements in common with the goals of this project. With each example, include the top three successes within the project, the top three challenges, how the challenges were handled, and the end result.
4. **Writing Samples.** Include a minimum of three examples which demonstrate written experience in Economic Development Strategic Plans, and Strategic Marketing Plans.
5. **Methodology.** Outline the proposed approach to the project and describe the method for:
 - a. Public outreach – collecting, evaluating and summarizing input and data from the community/private sector, other public agencies, the Mono County Board of Supervisors, and relevant county staff;
 - b. Identifying industry sectors in Mono County's Byway Corridor and current situation analysis and historical data;
 - c. Identifying product development opportunities and benefits, broad goals, objectives and action plans; and,
 - d. Researching, analyzing, and summarizing factors that impact Mono County, on a regional, state, national and global level.
6. **Timeline.** Include a list of any ongoing contracts/projects with current status and projected completion dates. Review Attachments 7 and 8, which are Payment and Project Schedules for Projects 1 and 2, respectively. State in the affirmative or negative whether or not the firm can perform the deliverables applicable to the project(s) addressed in its proposal within the time specified. If the firm cannot perform the deliverables within the timeline specified in Attachment 7 and/or Attachment 8, provide a proposed schedule for the deliverables illustrated by a timeline and flowchart.
7. **Project Budget/Fee Schedule/Compensation.** Include detailed fee schedule of project costs by task and estimated hours. If submitting a proposal for both projects, submit a separate fee schedule for each project, clearly identifying which fee schedule applies to which project. The work will be performed on a fixed, deliverables basis, shall not exceed the contract price limit, and will provide for a defined number of consultant site visits.
8. **Professional References.** Provide contact information for the most recent and most relevant professional references.

9. **Conflict of Interest.** The firm shall disclose any financial, business or other relationship with the County, or with any employee or officer of the County, that may have an impact upon the outcome of this contract procurement process. The firm shall also list current clients who may have a financial interest in the outcome of this contract. Firms submitting a proposal for Project #1 or both projects shall read Attachment 5, entitled "Non-Lobbying Certification For Federal-Aid Contracts", and submit Standard Form-LLL with the proposal if disclosure is required.
10. **Multiple Proposal Copies.** To be considered, submissions in response to this RFP must include three copies of the proposal.
11. **Signature:** The proposal shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.
12. **Small and Minority Firms:** Consistent with 49 CFR parts 18 and 26, the County seeks to include small and minority firms whenever possible. Respondents are encouraged to use any and all UDBEs/DBEs that they may find available. Furthermore, all RFP respondents must comply with the requirements in the Notice to Bidders/Proposers Disadvantaged Business Enterprise Information and shall submit a completed Local Agency Proposer UDBE Commitment form with their proposals, included in Attachment 4. Only the selected consultant is required to complete the Local Agency Proposer DBE Information.
13. **Time and Place of Submission:** To be considered, the consultant's proposal and three copies thereof must be submitted to Mono County, Economic Development and Special Projects by 5:00 pm on Wednesday, May 9, 2012. Digital proposals may be emailed to avennos@mono.ca.gov provided the required three hard-copies are received by 5:00 pm on Thursday, May 10, 2012, but the County assumes no responsibility for formatting or transmission errors. Due to its remote location, overnight delivery to Mammoth Lakes by USPS, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery.

Submittals shall be addressed as follows:

ATTN: Alicia Vennos, Economic Development Manager
Mono County Economic Development and Special Projects
452 Old Mammoth Rd. – Suite 311
PO Box 603, Mammoth Lakes, CA 93546
avennos@mono.ca.gov

B. Late Submittals: Submittals received after the specified time shall not be considered.

C. Modification or Withdrawal of Submittals: Any proposal received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.

D. Property Rights: Proposals received become the property of the County and all rights to the contents therein become those of the County.

E. Confidentiality: Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be

regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.

F. Amendments to Request for Proposals: The County reserves the right to amend this RFP by addendum before the final submittal date.

G. Inquires: Inquires concerning this RFP should be directed to:

Alicia Vennos, Economic Development Manager
Mono County Economic Development and Special Projects
avennos@mono.ca.gov
Fax (760) 924-1697

VI. PROPOSAL SELECTION PROCESS FOR PROJECTS #1 AND #2

A. Process: A three-phase process shall be used for selecting the highest ranked proposal(s) for Projects 1 & 2, which are described above. The first phase of the process is "Submittal Review" during which the County determines whether a submitted proposal will be rejected. All proposals that are not rejected shall move to phase two of the selection process, which is "Submittal Evaluation". Phase 2 involves ranking proposals based on the appropriate criteria. The top three ranked proposals for each project shall move on to phase three of the selection process, entitled "Interviews". Please review the details of each phase below as well as Attachment 3, entitled "Selection Process Schedule".

B. Submittal Review: A Mono County designated committee of stakeholders will review all timely submittals, in order to determine whether they meet all other requirements of Section V., subsection A., "Submittal Requirements", and whether a fee schedule has been included that reflects competitive prices within the County's budgetary constraints.

Failure to meet these requirements may be cause for rejection of the submittal. Similarly, the County may reject any submittal if it is conditional, incomplete, contains irregularities, or is beyond the reasonable scope of financial consideration.

The County may waive any immaterial deviation in a proposal, however the absence of information pertinent to the evaluation criteria will be evaluated accordingly. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the selected consultant from full compliance with the contract terms and requirements.

C. Submittal Evaluation: The evaluation committee will score each criterion on a points basis and rank each project proposal based on the total points awarded according to the applicable project evaluation attachment as follows:

- For Project #1 the evaluation criteria, values and points available shown on Attachment #1, entitled "Evaluation Criteria for Project #1".
- For Project #2 the evaluation criteria, values and points available shown on Attachment #2, entitled "Evaluation Criteria for Project #2".

Proposals that address both projects shall be scored according to the appropriate criteria for each project. In such a situation, the total score for each project shall not be combined, but shall remain separate when ranking the top three proposals for each project.

D. Interviews: The evaluation committee will conduct oral interviews of the top three ranked consultants for each project. The interview provides further opportunity for the County to evaluate the credentials and qualifications of the consultants, and for both parties to determine the potential to work together effectively on the project.

Notification for interviews will be communicated on May 15, 2012. **Please ensure that the Project Manager and appropriate staff are available to attend the interview during the week of May 22-25, 2012.**

E. Proposal Selection: Any contracts awarded shall be made to the responsible firm(s) whose proposal is most advantageous to the County based on the selection process, as outlined above. The County will notify the author(s) of the proposal(s) selected by distributing a Notice of Intent to Award the contract.

VI. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to the selected proposal(s), and/or with respect to the qualifications or responsibility of the selected firm(s), or of any other firm.

Firm who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the Notice of Intent to Award the contract.

Protests must be received by:

ATTN: Alicia Vennos, Economic Development Manager
Mono County Economic Development and Special Projects
452 Old Mammoth Rd. – Suite 311
PO Box 603, Mammoth Lakes, CA 93546
avennos@mono.ca.gov
Fax (760) 924-1697

Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Protests must be submitted in writing to the Director of Economic Development and Special Projects (hereinafter "Director") and include the following: 1) the name of the person or entity making the protest, 2) the name of the project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor's grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Director shall investigate the protest. The protested Firm shall have three (3) business days to respond to the Director and to provide any information requested by the Director. The Department shall respond to the protesting party, stating its findings. The Director shall make a recommendation to the Board of Supervisors regarding the bid protest.

VII. CONTRACT AWARD(S)

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

B. Recommendation, Approval and Execution: Contract award(s) with the consultant(s) selected will be recommended for award by the Mono County Board of Supervisors. The prospective consultant is advised that the award of any contract is subject to the approval of the Mono County Board of Supervisors. Should this RFP result in for the award of any contract, the contract will not be in force until it is fully-executed by the County.

C. Non-Discrimination: Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, or national origin, except as provided by law.

D. Proof of Insurance: The County requires a minimum of General Liability Insurance, but may also require other forms of insurance as yet to be determined. Be advised that if a consultant is selected, the consultant shall be required to demonstrate proof of insurance prior to performance of the contract. See Attachment 6, "Sample Contract."

E. UDBE & DBE: Even if no DBE participation will be reported, the selected consultant is required to complete the Local Agency Proposer DBE Information form, provided in Attachment 4, and return it to Mono County prior to contract execution.

F. Payment: Payment under any contract resulting from this RFP will be consistent with the contract agreement, a sample copy of which is attached as Attachment 6.

G. Performance of Work: It is the intent of Mono County to have the selected consulting firm begin work on Projects #1 and/or Project #2 on or about June 13, 2012. Consulting services shall be procured and performed in accordance with Attachment 9, entitled "Federal Provisions".

Attachment 1: Evaluation Criteria for Project #1

Submitted proposals will be reviewed and assessed by a county-designated Evaluation Committee with representatives from Economic Development, Community Development, and the Mono County Tourism & Film Commission. In assessing the proposals, the Evaluation Committee will evaluate the following criteria:

| EVALUATION CRITERIA | | |
|--|--------------------------------------|----------------|
| Criteria | Maximum Points | Ranking |
| 1. Demonstrated understanding of the goals of the project, the scope of work, and deliverables | 20 Points | |
| 2. Knowledge and understanding of Mono County or similar rural destinations; relevant experience in recreation & tourism and economic sustainability as these pertain to rural communities | 20 Points | |
| 3. Familiarity with or understanding of the National Scenic Byway Program | 5 Points | |
| 4. Firm's past experience and success in performing similar kinds of work, documented by references | 20 Points | |
| 5. Project team's professional qualifications and experience, commitment to teamwork and client service | 10 Points | |
| 6. Experience and success with facilitation, public outreach, interagency coordination, data collection and analysis | 10 Points | |
| 7. Analytical approach, describing data sources and collection, addressing knowledge gaps, and integrating community objectives and overall strategy | 15 Points | |
| TOTAL Bonus Points For Double Project Proposal | 100 Points 5 Points | |

Mono County will consider the following guidelines when determining the Ranking score for each criterion:

Superior Response (90-100%): A superior response will be a highly comprehensive, excellent

reply that meets all of the requirements of the areas within the specific criteria. In addition, the response covers areas not originally addressed within the evaluation criteria and includes additional information and recommendations that would prove both valuable and beneficial to Mono County. This response is considered to be an excellent standard, demonstrating the Consultant's authoritative knowledge and understanding of the project.

Good Response (80-89%): A good response will provide useful information, while showing experience and knowledge within the evaluation criteria. The response is well thought out and addresses all requirements set forth in the RFP. The Consultant provides insight into its expertise, knowledge and understanding of the subject matter outlined in the criteria.

Fair Response (70-79%): A fair response meets all the requirements of the RFP and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter outlined in the criteria. This response demonstrates an above-average performance with minimal apparent deficiencies noted.

Poor Response (60-69%): A poor response minimally meets most requirements of the RFP. The Consultant has demonstrated limited knowledge of the subject matter only as outlined in the criteria.

Inadequate Response (0-59%): An inadequate response does not meet the requirements of the RFP. The Consultant has not demonstrated knowledge of the subject matter outlined in the RFP and its response is considered inadequate.

Attachment 2: Evaluation Criteria for Project #2

Submitted proposals will be reviewed and assessed by a county-designated Evaluation Committee with representatives from Economic Development, Community Development, and the Mono County Tourism & Film Commission. In assessing the proposals, the Evaluation Committee will evaluate the following criteria:

| EVALUATION CRITERIA | | |
|--|-----------------------|----------------|
| Criteria | Maximum Points | Ranking |
| 1. Demonstrated understanding of the goals of the project, the scope of work, and deliverables | 20 Points | |
| 2. Knowledge and understanding of Mono County or similar rural destinations; relevant experience in recreation & tourism and economic sustainability as these pertain to rural communities | 20 Points | |
| 3. Familiarity with or understanding of the National Scenic Byway Program | 5 Points | |
| 4. Firm's past experience and success in performing similar kinds of work, documented by references | 20 Points | |
| 5. Project team's professional qualifications and experience, commitment to teamwork and client service | 10 Points | |
| 6. Experience and success with facilitation, public outreach, interagency coordination, data collection and analysis | 10 Points | |
| 7. Analytical approach, describing data sources and collection, addressing knowledge gaps, and integrating community objectives and overall strategy | 15 Points | |
| TOTAL | 100 Points | |

Mono County will consider the following guidelines when determining the Ranking score for each criterion:

Superior Response (90-100%): A superior response will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within the specific criteria. In addition, the response covers areas not originally addressed within the evaluation criteria and includes

additional information and recommendations that would prove both valuable and beneficial to Mono County. This response is considered to be an excellent standard, demonstrating the Consultant's authoritative knowledge and understanding of the project.

Good Response (80-89%): A good response will provide useful information, while showing experience and knowledge within the evaluation criteria. The response is well thought out and addresses all requirements set forth in the RFP. The Consultant provides insight into its expertise, knowledge and understanding of the subject matter outlined in the criteria.

Fair Response (70-79%): A fair response meets all the requirements of the RFP and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter outlined in the criteria. This response demonstrates an above-average performance with minimal apparent deficiencies noted.

Poor Response (60-69%): A poor response minimally meets most requirements of the RFP. The Consultant has demonstrated limited knowledge of the subject matter only as outlined in the criteria.

Inadequate Response (0-59%): An inadequate response does not meet the requirements of the RFP. The Consultant has not demonstrated knowledge of the subject matter outlined in the RFP and its response is considered inadequate.

Attachment 3: Schedule for Selection Process*

Wednesday, May 9, 2012 at 5:00 p.m. - Deadline for RFP submittals

Proposals must be received by the above deadline to:

***ATTN: Alicia Vennos, Economic Development Manager
Mono County Economic Development & Special Projects
452 Old Mammoth Rd. – Suite 311
PO Box 603
Mammoth Lakes, CA 93546***

Digital proposals may be emailed to avennos@mono.ca.gov but the County assumes no responsibility for formatting or transmission errors. **Proposals submitted after the deadline will not be considered.**

May 10, 2012 - Submittal Review and Evaluation

An evaluation team, consisting of representatives from Mono County Economic Development and Community Development departments and the Mono County Tourism & Film Commission, will select candidates to interview. Notification for interviews will be communicated on May 15, 2012.

May 22-25, 2012 - Interviews

The interview provides further opportunity for the County to evaluate the credentials and qualifications of the potential candidate, and for both parties to determine the potential to work together effectively on the project.

Please ensure that the Project Manager and appropriate staff are available to attend the interview during the week of May 22-25, 2012.

May 30, 2012 - Selection of Proposal(s) for Recommendation

The County will notify the selected candidate based on the written proposal, interviews, reference checks and other relevant information, as outlined below in the selection process. The Notice of Intent to Award will specify all required pre-performance documentation.

June 1, 2012 - Award of contract

June 11, 2012 - Approval of contract by County (tentative date)

**This timetable is for the consultant's information. Project constraints or other variables may cause these dates to change.*

ATTACHMENT 4: DBE Forms and Information

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The County of Mono has established an Underutilized Disadvantaged Business Enterprise (DBE) goal for the contract for the Corridor Management Plan Marketing Plan Element of **.032%**

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, of the Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” means those DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR Part 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required by 49 CFR Part 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals,

this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subcontractors, or suppliers.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link

- Click on [Access to the DBE Query Form](#) located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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EXHIBIT 10-01 Local Agency Proposer UDBE Commitment

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

| WORK ITEM NO. | DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE) | UDBE CERT NO. AND EXPIRATION DATE | NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number) | PERCENT PARTICIPATION OF EACH UDBE |
|---------------|---|-----------------------------------|---|------------------------------------|
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For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment

_____ %

Signature of Proposer

Date _____ (Area Code) Tel. No. _____

Person to Contact _____ (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

EXHIBIT 10-01

INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT

ALL PROPOSERS:

PLEASE NOTE: It is the proposer’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian- Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer’s Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal- aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

| NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM | | | | |
|--|--|----------------------------------|---|---------------------------|
| LOCAL AGENCY: _____ | | LOCATION: _____ | | |
| PROJECT DESCRIPTION: _____ | | | | |
| TOTAL CONTRACT AMOUNT (\$): _____ | | | | |
| PROPOSER'S NAME: _____ | | | | |
| WORK ITEM NO. | DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE) | DBE CERT NO. AND EXPIRATION DATE | NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number) | DOLLAR AMOUNT OF EACH DBE |
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| For Local Agency to Complete: Local Agency Contract Number: _____ Federal-Aid Project Number: _____ Federal Share: _____ Contract Award: _____ Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate. _____ Print Name Signature Date Local Agency Representative (Area Code) Telephone Number: _____ | | | Total Claimed DBE Participation \$ _____ _____% | |
| For Caltrans Review: _____ Print Name Signature Date Caltrans District Local Assistance Engineer | | | _____ Signature of Proposer _____ Date (Area Code) Tel. No. _____ Person to Contact (Please Type or Print) _____ Local Agency Proposer DBE Information) (Rev 6/27/09) | |

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
 (2) Original - Local agency files

EXHIBIT 10-O2**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION****SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and sub-consultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

ATTACHMENT 5:
Non-Lobbying Certification Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES
DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| | | |
|---|--|--|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p> | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> | |
| <p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p> | <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> | |
| <p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> | <p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p> | |
| <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p> | | |
| <p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p> | | |
| <p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p> | | |
| <p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print _____ Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> | |
| <p>Authorized for Local Reproduction</p> | | |
| <p>Federal Use Only:</p> | | |
| <p>Standard Form - LLL</p> | | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment 6: Sample Contract

AGREEMENT BETWEEN THE COUNTY OF MONO

AND [CONSULTANT] FOR

[MARKETING AND/OR ECONOMIC] CONSULTING SERVICES

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the various construction services of [Corporation]/[Name(s)], [an] individual[s]], doing business as [Consultant] of [City], [State] (hereinafter referred to as “Consultant”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Contract Documents, including, but not limited to, the Request for Proposal, the Proposal, any Request for Proposal Addenda, which documents are referenced and incorporated herein.

Consultant shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Consultant to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Consultant for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

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

2. TERM

The term of this Agreement shall be from [start date], through [end date], unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Consultant in accordance with the “Schedule of Fees” (set forth in Attachment A) for the services and work described in “Scope of Work” (also set forth in Attachment A) which are performed by Consultant at the County’s request.

B. Travel and Per Diem.

Unless otherwise stated in the Scope of Work (Attachment A), Consultant will not be paid or reimbursed for travel expenses or per diem which Consultant incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed [contract limit] (\$[contract limit]) (hereinafter referred to as “contract limit”). The County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Consultant shall submit to the County, not more than once per month, an itemized statement for payment of all completed deliverables described in the Scope of Work (Attachment A) that have been submitted, accepted by the County, and for which payment is due. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Consultant may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which and nature of the services and work were performed and the completed deliverable(s) were submitted to the County for acceptance. Invoicing shall be informative and concise regarding work performed during that billing period.

Upon finding that Consultant has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A), the County shall make payment to Consultant within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or should Consultant produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and accepted by the County/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultants when it is anticipated that total annual payments to Consultant under this Agreement will exceed one-thousand five-hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed," Consultant's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work (Attachment A) which are requested by the County. It is understood by Consultant that its performance of those services and work will require a varied schedule. Consultant, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County in Attachment A.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY

A. Personal Property of the County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Consultant by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Consultant will use reasonable care to protect, safeguard, and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Services and Work.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive

property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

Consultant shall provide workers' compensation insurance coverage, in the legally required amount, for all Consultant's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Consultant acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Consultant has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Consultant, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

9. INSURANCE

A. General Liability.

Consultant shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Consultant under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than [Insert applicable amount]. Such policy shall not exclude or except from coverage any of the services and work required to be performed by Consultant under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Consultant shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

[Business Vehicle Insurance provisions to be inserted if applicable].

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Consultant and must be approved by the County prior to Consultant commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Consultant shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Unemployment, Disability, and Liability Insurance

Consultant shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant in performing work associated with this Agreement.

10. STATUS OF CONSULTANT

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

A. Consultant (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to the County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultants, and not as employees of the County.

11. DEFENSE AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Consultant, or Consultant's agents, officers, employees, or subconsultants. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Consultant, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

This provision shall survive any termination or expiration of this Agreement and remain in effect to meet the intent of this paragraph.

12. RECORDS AND AUDIT

A. Records.

Consultant shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which the County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NON-DISCRIMINATION

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

15. TERMINATION

The County reserves the right to terminate this contract in whole or in part at any time, either for the County's convenience or because of the Contractor's failure to fulfill the contract obligations, upon a

determination by the Director of the Mono County Department of Public Works, after seeking advice from County Counsel, that termination of the contract is in the best interest of the County and by giving notice to the Contractor.

If either party elects to terminate the contract, the termination of the contract and the total compensation payable to the Contractor shall be governed by the Federal Provisions of the Request for Proposals, incorporated herein.

16. ASSIGNMENT

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

17. DEFAULT

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

18. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 25 below.

19. CONFIDENTIALITY

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

20. CONFLICTS

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

21. POST-AGREEMENT COVENANT

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

22. 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.

23. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Consultant of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 25 below.

24. VENUE

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

25. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the

mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

26. NOTICE

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

County of Mono:

Attn: Alicia Vennos
Economic Development & Special Projects
Post Office Box 603
Mammoth Lakes, California 93546

Consultant:

[Consultant]
[Address]
[City, State ZIP]

27. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same is in writing executed by the parties hereto. This Agreement includes and is subject to the provisions of the Contract Documents, including, but not limited to, the Request For Proposal, any attachments and addenda thereto, and the Selected Proposal, which documents are referenced and incorporated herein.

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

COUNTY OF MONO:

By: DRAFT
Name: Jim Arkens
Title: County Administrative Officer
Date: _____

CONSULTANT:

By: DRAFT
Name: _____
Title: _____
Firm: [Name(s) dba] [Consultant]
Date: _____

Approved as to Form:

Tax ID: _____

DRAFT

Tara McKenzie Date

Deputy County Counsel

DRAFT

Rita Sherman Date

Deputy CAO – Risk Manager

DRAFT

Attachment 7: Payment and Project Schedule- Project #1

| Deliverables* | Expected Completion Date** | Percentage of Payment Due |
|---|--|----------------------------------|
| QUARTER 1 | | |
| Initial Work Plan (#10) | July 1, 2012 | |
| #1 | August 31, 2012 | |
| #2 | <ul style="list-style-type: none"> • September 28, 2012- 80% Completion • November 15, 2012- 100% Completion | |
| Submission and Acceptance of Deliverables = Completion of Quarter 1 | | 25% |
| QUARTER 2 | | |
| #3 | November 15, 2012 | |
| #4 | <ul style="list-style-type: none"> • November 30, 2012-50% Completion of task | |
| Submission and Acceptance of Deliverables = Completion of Quarter 2 | | 25% |
| QUARTER 3 | | |
| #4 | <ul style="list-style-type: none"> • February 28, 2013- 50% Completion of task | |
| #5 | <ul style="list-style-type: none"> • December 20, 2013- 25% Completion • January 31, 2013- 50% Completion • February 15, 2013- 75% Completion | |
| #6 | March 30, 2013 | |
| #7 | March 30, 2013 | |
| #8 | <ul style="list-style-type: none"> • December 20, 2013- 25% Completion • January 31, 2013- 50% Completion • February 15, 2013- 75% Completion | |
| #9 | <ul style="list-style-type: none"> • December 20, 2013- 25% Completion • January 31, 2013- 50% Completion • February 15, 2013- 75% Completion | |
| #11 | <ul style="list-style-type: none"> • March 30, 2013- 60% Completion | |
| Submission and Acceptance of Deliverables = Completion of Quarter 3 | | 25% |
| QUARTER 4 | | |
| #12 | May 1, 2013 Presentation of final Plan | |
| Submission and Acceptance of Deliverables = Completion of Quarter 4 | | 25% |
| | | 100% |
| * Identified in the RFP | | |
| ** Project schedule is subject to change | | |

Attachment 8: Payment and Project Schedule- Project #2

| Deliverables* | Expected Completion Date** | Percentage of Payment Due |
|---|--|----------------------------------|
| QUARTER 1 | | |
| Initial Work Plan (#10) | July 1, 2012 | |
| #1 | August 31, 2012 | |
| #2 | <ul style="list-style-type: none"> • September 28, 2012- 80% Completion • November 15, 2012- 100% Completion | |
| Submission and Acceptance of Deliverables = Completion of Quarter 1 | | 25% |
| QUARTER 2 | | |
| #3 | November 15, 2012 | |
| #4 | <ul style="list-style-type: none"> • November 30, 2012-50% Completion of task | |
| Submission and Acceptance of Deliverables = Completion of Quarter 2 | | 25% |
| QUARTER 3 | | |
| #4 | <ul style="list-style-type: none"> • February 28, 2013- 50% Completion of task | |
| #5 | <ul style="list-style-type: none"> • December 20, 2013- 25% Completion • January 31, 2013- 50% Completion • February 15, 2013- 75% Completion | |
| #6 | March 30, 2013 | |
| #7 | March 30, 2013 | |
| #8 | <ul style="list-style-type: none"> • December 20, 2013- 25% Completion • January 31, 2013- 50% Completion • February 15, 2013- 75% Completion | |
| #9 | <ul style="list-style-type: none"> • December 20, 2013- 25% Completion • January 31, 2013- 50% Completion • February 15, 2013- 75% Completion | |
| #11 | <ul style="list-style-type: none"> • March 30, 2013- 60% Completion | |
| Submission and Acceptance of Deliverables = Completion of Quarter 3 | | 25% |
| QUARTER 4 | | |
| #12 | May 1, 2013 Presentation of final Plan | |
| Submission and Acceptance of Deliverables = Completion of Quarter 4 | | 25% |
| | | 100% |
| * Identified in the RFP | | |
| ** Project schedule is subject to change | | |

Attachment 9: Federal Provisions

The following Federal Provisions govern this solicitation and award of any contract resulting therefrom as well as the performance of the contract itself:

Energy Conservation.

The consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- (2) The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- (3) The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

Waiver of Remedies.

In the event that County elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Convenience or Default.

The County may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Consultant to fulfill the contract obligations. The County shall terminate

by delivering to the Consultant a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise), and
- (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the contract is terminated, Mono County shall be liable only for payment under the payment provisions of this contract for deliverables submitted to the County and accepted before the effective date of termination.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the consultant is required to verify that none of the consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Mono County**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Mono County** the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights .

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the

Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FHWA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FHWA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FHWA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

Rights in Data.

This following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - (a) Except for its own internal use, the Purchaser or Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Consultant using Federal assistance in whole or in part provided by FHWA.

(c) When FHWA awards Federal assistance for experimental, developmental, or research work, it is FHWA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FHWA determines otherwise, the Purchaser and the Consultant performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FHWA to make available to the public, either FHWA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FHWA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Consultant agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Consultant identifies that data in writing at the time of delivery of the contract work.

(g) Unless FHWA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FHWA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (*i.e.* , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Consultant agree to take the necessary actions to provide, through FHWA, those rights in that invention due the Federal Government as described in U.S.

Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FHWA.

No Obligation by the Federal Government.

(1) The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Access to Records.

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FHWA Recipient or a subgrantee of the FHWA Recipient in accordance with 49 C. F. R. 18.36(i), the Consultant agrees to provide the Purchaser, the FHWA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FHWA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FHWA Recipient or a subgrantee of the FHWA Recipient in accordance with 49 C.F.R. 633.17, Consultant agrees to provide the Purchaser, the FHWA Administrator or his authorized representatives, including any PMO Consultant, access to the Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FHWA Recipient or a subgrantee of the FHWA Recipient in accordance with 49 C.F.R. 19.48, Consultant agrees to provide the Purchaser, FHWA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where any Purchaser which is the FHWA Recipient or a subgrantee of the FHWA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Consultant shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (6) The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Purchaser, the FHWA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---|---|------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Public Works - Road Division |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 20 Minutes | PERSONS APPEARING BEFORE THE BOARD | Jeff Walters |
| SUBJECT | Heavy Equipment Replacement - Priority Vehicles | | |

AGENDA DESCRIPTION:

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

At the April 9, 2013 Board of Supervisors meeting the Board gave direction to the Department of Public Works to provide a priority-based Heavy Equipment replacement schedule. Exhibit 1 details the costs associated with replacing the highest priority equipment over the next 6 years.

RECOMMENDED ACTION:

Hear presentation from the Mono County Department of Public Works regarding a proposed heavy equipment replacement schedule. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time. However, if the equipment is replaced according to the attached schedule total costs would be approximately \$5,215,000 over the next six years.

CONTACT NAME: Jeff Walters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Heavy Equip Replacement - Priority Based - BOS Stff Reprt 05.21.13](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/15/2013 8:46 AM | County Administrative Office | Yes |
| 5/14/2013 4:34 PM | County Counsel | Yes |
| 5/3/2013 3:56 PM | Finance | Yes |



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 21, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: Heavy Equipment Replacement – Priority Based

Recommended Action:

Hear presentation from the Mono County Department of Public Works (Public Works) regarding a proposed heavy equipment replacement schedule. This schedule is based on primarily on priority. Provide any desired direction to staff.

Fiscal Impact:

None at this time. However, if the equipment is replaced according to the attached schedule the total costs would be approximately \$5,215,000 over the next six years. This figure includes the revenue from sales of existing equipment that would be replaced or retired.

The Board may also consider financing using a municipal lease. The Mono County debt policy allows municipal leases for a period not to exceed the useful life of the equipment, and never more than 10 years. Based on current year cost of \$5,080,760, and a 10 year lease, the interest payments will be less than the projected cost increases as long as the interest rate is 1.6% or less. At an interest rate of 1.6%, the annual lease payment would be \$553,851 per year. This does not take into account any savings the county could realize with purchasing several pieces of equipment at one time. This also does not take into account the fact that annual cost increases may exceed the projected 3%.

Background:

At the April 9, 2013 Board of Supervisors meeting the Board gave direction to Public Works to provide a priority based Heavy Equipment replacement schedule. Exhibit 1 details the costs associated with replacing the highest priority equipment over the next 6 years. This schedule was based primarily upon replacing the highest priority equipment. It also took into account reducing overall fleet size. Although considered, complying with CARB requirements was not heavily factored in this schedule.

Attempts were made for all equipment selected to be multi-use. This allows for several implements to be attached or utilized for a single piece of equipment thereby reducing the need for separate vehicles/equipment.

Equipment sales representatives were given specification requirements for our equipment in order to provide replacement costs to Public Works. Prices for the equipment purchases

were factored at a 3% increase per year. This is an estimate and actual costs at time of purchase may vary.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459 or jwalters@mono.ca.gov.

Respectfully submitted,



Jeff Walters
Acting Public Works Director

Encl: Exhibit 1 –Heavy Equipment Replacement Schedule – Priority Based

| Vehicle or equipment | Engine Year | Vehicle Type | Dedicated Snow Removal? | Purchase, Replace or Retire? | Estimated Sale revenue | | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
|---------------------------|-------------|-------------------------------|-------------------------|------------------------------|------------------------|-------------------------|-------------|-------------|-------------|-------------|---------------|---------------|------|------|
| #102 | 1990 | International Water Truck | NO | Retire | \$10,000 - @12,000 | X @ \$12,000 sale value | \$10,000 | | | | | | | |
| #115 | 1990 | International Water Truck | NO | Retire | \$10,000 - \$12,000 | X @ \$12,000 sale value | \$10,000 | | | | | | | |
| #354 | 1990 | CAT D-6H Dozer | NO | Retire | \$45,000 - \$60,000 | X @ \$60,000 sale value | \$45,000 | | | | | | | |
| 4 Water Tanks - "Slip In" | | Unknown at this time | | Purchase | 0 | 4 @ \$25,000 each | (\$100,000) | | | | | | | |
| #118 | 1986 | International Dump/Plow | NO | Replace | \$5,000 - \$8,000 | | (\$205,624) | | | | | | | |
| #146 | 1990 | International Dump/Plow | NO | Replace | \$10,000 - \$12,000 | X@12,000 SALE VALVE | | (\$211,793) | | | | | | |
| #147 | 1990 | International Dump/Plow | NO | Replace | \$10,000 - \$12,000 | X@12,000 SALE VALVE | | (\$211,793) | | | | | | |
| #148 | 1990 | International Dump/Plow | NO | Replace | \$10,000 - \$12,000 | X@12,000 SALE VALVE | | (\$211,793) | | | | | | |
| #149 | 1990 | International Dump/Plow | NO | Replace | \$10,000 - \$12,000 | X@12,000 SALE VALVE | | (\$211,793) | | | | | | |
| #309 | 1978 | CAT 950 Loader | NO | Replace | \$20,000 - \$25,000 | X@25,000 SALE VALVE | | | (\$443,750) | | | | | |
| #212 | 1984 | CAT 120G Grader | NO | Replace | \$25,000 - \$35,000 | X@35,000 SALE VALVE | | | (\$388,859) | | | | | |
| #213 | 1984 | CAT 120G Grader | NO | Replace | \$25,000 - \$35,000 | X@25,000 SALE VALVE | | | (\$388,859) | | | | | |
| #310 | 1980 | CAT 950 Loader | NO | Replace | \$20,000 - \$25,000 | X@25,000 SALE VALVE | | | | (\$382,787) | | | | |
| #501 | 1980 | Case 680 Backhoe | NO | Replace | \$2,500 - \$5,000 | X@5,000 SALE VALVE | | | (\$159,325) | | | | | |
| #214 | 1990 | CAT 140 Grader | NO | Replace | \$30,000 - \$45,000 | X@45,000 SALE VALVE | | | (\$414,402) | | | | | |
| #355 | 1990 | CAT D6 H | NO | Replace | \$50,000 - \$60,000 | X@50,000 SALE VALVE | | | | | (\$1,028,966) | | | |
| #353 | 1980 | Komatsu D8-5 | NO | Replace | \$40,000 - \$50,000 | X@50,000 SALE VALVE | | | | | | (\$1,124,377) | | |
| #694 | 1991 | Sweepster road sweeper | NO | Replace | \$1,500 - \$3,000 | X@3,000 SALE VALVE | \$1,500 | | | | | | | |
| #695 | 1991 | Sweepster road sweeper | NO | Replace | \$1,500 - \$3,000 | X@3,000 SALE VALVE | | \$1,500 | | | | | | |
| Sweeper | | MT Trackless sweeper | | Purchase | | | (\$5,000) | | | | | | | |
| Sweeper | | MT Trackless sweeper | | Purchase | | | | (\$5,000) | | | | | | |
| Mower | | Mt Trackless Boom Flail Mower | | Purchase | | | | | (\$25,000) | | | | | |

**Priority Based
Heavy Equipment Replacement
Schedule/Costs**

| Vehicle or equipment | Engine Year | Vehicle Type | Dedicated Snow Removal? | Purchase, Replace or Retire? | Estimated Sale revenue | Purchase Price** | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2013 Replacement cost |
|---------------------------|-------------|-------------------------------------|-------------------------|------------------------------|------------------------|------------------|-------------|-------------|---------------|-------------|-------------|---------------|-----------------------|
| #102 | 1990 | International Water Truck | NO | Retire | \$10,000 | | \$10,000 | | | | | | |
| #115 | 1990 | International Water Truck | NO | Retire | \$10,000 | | \$10,000 | | | | | | |
| #354 | 1990 | CAT D-6H Dozer | NO | Retire | \$45,000 | | \$45,000 | | | | | | |
| 4 Water Tanks - "Slip In" | No Engine | Unknown at this time | NO | Purchase | | (\$100,000) | (\$100,000) | | | | | | \$100,000 |
| #118 | 1986 | International Dump/Plow | NO | Replace | \$5,000 | (\$205,624) | (\$200,624) | | | | | | \$205,624 |
| #146 | 1990 | International Dump/Plow | NO | Replace | \$10,000 | (\$211,793) | | (\$201,793) | | | | | \$205,624 |
| #147 | 1990 | International Dump/Plow | NO | Replace | \$10,000 | (\$211,793) | | (\$201,793) | | | | | \$205,624 |
| #148 | 1990 | International Dump/Plow | NO | Replace | \$10,000 | (\$211,793) | | (\$201,793) | | | | | \$205,624 |
| #149 | 1990 | International Dump/Plow | NO | Replace | \$10,000 | (\$211,793) | | (\$201,793) | | | | | \$205,624 |
| #309 | 1978 | CAT 950 Loader | NO | Replace | \$20,000 | (\$443,750) | | | (\$423,750) | | | | \$418,277 |
| #212 | 1984 | CAT 120G Grader | NO | Replace | \$25,000 | (\$388,859) | | | (\$363,859) | | | | \$366,537 |
| #213 | 1984 | CAT 120G Grader | NO | Replace | \$25,000 | (\$388,859) | | | (\$363,859) | | | | \$366,537 |
| #310 | 1980 | CAT 950 Loader | NO | Replace | \$20,000 | (\$382,787) | | | | (\$362,787) | | | \$340,101 |
| #501 | 1980 | Case 680 Backhoe | NO | Replace | \$2,500 | (\$159,325) | | | | (\$156,825) | | | \$145,805 |
| #214 | 1990 | CAT 140 Grader | NO | Replace | \$30,000 | (\$414,402) | | | | (\$384,402) | | | \$379,237 |
| #355 | 1990 | CAT D6 H | NO | Replace | \$50,000 | (\$1,028,966) | | | | | (\$978,966) | | \$914,223 |
| #353 | 1980 | Komatsu D8-5 | NO | Replace | \$40,000 | (\$1,124,377) | | | | | | (\$1,084,377) | \$969,898 |
| #694 | 1991 | Sweepster road sweeper (Tow-Behind) | NO | Retire | \$1,500 | | \$1,500 | | | | | | |
| #695 | 1991 | Sweepster road sweeper (Tow-Behind) | NO | Retire | \$1,500 | | | \$1,500 | | | | | |
| Sweeper | No Engine | Sweeper for MT Trackless | NO | Purchase | | (\$11,225) | (\$11,225) | | | | | | \$11,225 |
| Sweeper | No Engine | Sweeper for MT Trackless | NO | Purchase | | (\$11,575) | | (\$11,575) | | | | | \$11,225 |
| Mower | No Engine | Boom Flail Mower for MT Trackless | NO | Purchase | | (\$32,325) | | | | (\$32,325) | | | \$29,575 |
| TOTALS | | | | | \$325,500 | (\$5,539,246) | (\$245,349) | (\$817,247) | (\$1,151,468) | (\$936,339) | (\$978,966) | (\$1,084,377) | \$5,080,760 |

*Based on recent auction sales

**Based on 2013 cost plus 3% inflation/year and includes tax

TOTAL (\$5,213,746)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|---|---|------------------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Public Works - Road Division |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 15 minutes | PERSONS APPEARING BEFORE THE BOARD | Jeff Walters |
| SUBJECT | MOU's with Inyo County for Snow Removal | | |

AGENDA DESCRIPTION:

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

In 2009 former Mono County Supervisor Hazard requested Mono County develop an MOU with Inyo County regarding snow removal on portions of Lower Rock Creek Road, Gorge Road and Rock Creek Road all of which have sections in Inyo County as well as Mono County. On January 4, 2011 the Mono County Board of Supervisors authorized Mono County's Public Works Director to negotiate terms of, enter into, and administer two MOU's with Inyo County allowing Mono County to perform snow removal on these roads in Inyo County. Until recently the MOU's have not been signed by Inyo County.

RECOMMENDED ACTION:

Authorize the Mono County Public Works Director to sign the MOU with Inyo County. Provide any desired direction to staff.

FISCAL IMPACT:

Depending on snowfall, the costs associated to the Road Fund for snow removal associated with these MOU's could amount to \$3,500 or less each year.

CONTACT NAME: Jeff Walters

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[MOU's with Inyo County for Snow Removal - BOS Staff Report 05.21.13](#)

| History | | |
|-------------------|------------------------------|-----------------|
| Time | Who | Approval |
| 5/15/2013 3:25 PM | County Administrative Office | Yes |
| 5/15/2013 3:27 PM | County Counsel | Yes |
| 5/6/2013 4:08 PM | Finance | Yes |



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: May 21, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Jeff Walters, Acting Public Works Director

Re: Snow Removal MOU's with Inyo County

Recommended Action:

1. Receive staff report regarding snow removal on Lower Rock Creek Road, Gorge Road and Rock Creek Road in Inyo County.
2. Consider and potentially authorize the Public Works Director to enter into, and administer two Memorandum of Understandings with Inyo County allowing Mono County to perform snow removal services on portions of Lower Rock Creek, Gorge Road and Rock Creek Road in Inyo County when necessary.
3. Provide any desired direction to staff.

Fiscal Impact:

Depending on snowfall, the costs to the Road Fund for snow removal associated with these MOU's could amount to \$3,500 or less each year.

Discussion:

Lower Rock Creek Road has a functional classification of major collector, which serves two communities in Mono County and is therefore assigned a Class 1 snow removal priority by Mono County. However, it is assigned a lower snow removal priority by Inyo County given its remote location. Due to this difference in priorities the potential for hazardous conditions for travelers from Mono County can exist.

In an effort to reduce the potentially hazardous travel conditions one of the Memorandum of Understandings (MOU) contained in Exhibit 1 proposes that Mono County would plow snow from Lower Rock Creek Road past the Inyo/Mono county line for approximately 1.5 miles. When the plows reach Gorge Road, which is a short connector to Highway 395, Mono County would plow the remaining 0.10-mile to the intersection of Highway 395. This would significantly reduce the potential hazard to travelers from Mono County by maintaining a plowed surface all the way from the Mono County line to Highway 395.

Rock Creek Road has a functional classification as a high mountain road with severe snow accumulations and avalanche potential and is therefore assigned a Class 4 snow removal priority by Mono County. Each spring, after snow is removed, Rock Creek Road provides access to popular recreation areas including fishing and camping. In preparation for fishing opener, Mono County currently plows Rock Creek Road only up to the Inyo County line. Inyo

County does not plow the remaining 1.0 miles to Forest Service Road #6SO5. The second MOU proposes that Mono County would plow this upper section of Rock Creek Road as a continuation of the County's efforts on the lower portion. Mono County would expect to plow this section of Rock Creek Road up to three times each spring.

Copies of the two MOU's are attached to this report as Exhibit 1 for Board consideration. The MOU's clearly state that Mono County retains sole discretion to determine when it will perform snow removal on the three Inyo County roads.

In 2009 the Mono County Board of Supervisors did authorize the Public Works Director to negotiate terms of, enter into, and administer an MOU with Inyo County allowing Mono County to perform snow removal services on Lower Rock Creek Road and Gorge Road in Inyo County when necessary. The MOU was never signed by Inyo County due to liability concerns.

In 2011, after resolving the liability concerns, the Mono County Board of Supervisors did authorize the Public Works Director, in consultation with County Counsel, to negotiate terms of, enter into, and administer two Memoranda of Understanding (MOUs) with Inyo County allowing Mono County to perform snow removal services on portions of Lower Rock Creek Road, Gorge Road, and Rock Creek Road in Inyo County when necessary. That same year a copy of the MOU's were then forwarded to the Inyo County Department of Public Works who reviewed their content but did not fully execute or return them until April 2013.

Because so much time has passed since the original Board authorization this item is being brought before the Board for final authorization and or direction.

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

Respectfully submitted,



Jeff Walters
Acting Public Works Director

Attachment: Exhibit 1 – MOU – Lower Rock Creek Road and Gorge Road, and MOU – Rock Creek Road

Exhibit 1



DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX

County of
INYO

Doug Wilson – Director
Jim Tatum – Deputy Director



April 17, 2013

Mono County Department of Public Works
P.O. Box 457
Bridgeport, CA 93517

Attn: Jeff Walters
Director of Roads

Dear Mr. Walters,

Enclosed please find two executed copies of the Memorandum of Understanding between the County of Mono and the County of Inyo for snow removal services on portions of Lower Rock Creek Road and Gorge Road in Inyo County.

We ask that you circulate these documents through Mono County for the appropriate signatures. Once completed, please keep a copy for your records and return a copy to the above address for our records. Please note that we are not required to have our Risk Manager execute this document, the necessary Inyo County signatures are complete.

Please don't hesitate to give our office a call if you should have any questions.

Sincerely,

A handwritten signature in cursive that reads "Denise Hayden".

Denise Hayden
Administrative Secretary

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF MONO AND THE COUNTY OF INYO
GOVERNING MONO COUNTY'S PROVISION OF
SNOW-REMOVAL SERVICES ON PORTIONS OF
LOWER ROCK CREEK ROAD AND GORGE ROAD IN INYO COUNTY**

WHEREAS, the County of Inyo maintains 1.5 miles of Lower Rock Creek Road extending south from the Inyo/Mono county line and 0.10-mile of Gorge Road from Lower Rock Creek Road to U.S. Highway 395; and

WHEREAS, from time to time snowfall accumulates on Lower Rock Creek Road and Gorge Road, which has the potential to create hazardous conditions for travelers; and

WHEREAS, Lower Rock Creek Road has a functional classification of major collector, which serves two communities in Mono County and is therefore assigned a Class 1 snow removal priority by Mono County, whereas it has been assigned a lower snow removal priority by Inyo County given its remote location; and

WHEREAS, the County of Mono removes snow on an as-needed basis from roads in its County Road System, including Lower Rock Creek Road to the Inyo/Mono county line, and is thus equipped and able to remove snow from the immediate vicinity of those Mono County roads, including portions of Lower Rock Creek Road and Gorge Road in Inyo County if necessary; and

WHEREAS, while in the vicinity when maintaining its own roads, Mono County can enable access to the traveling public in both counties by providing snow-removal services on Lower Rock Creek Road for 1.5 miles south of the Inyo/Mono county line and on Gorge Road from Lower Rock Creek Road to U.S. Highway 395, and Mono County believes such a service is in the public interest; and

WHEREAS, Inyo County wishes to allow Mono County's provision of snow removal services when equipped and able to do so in the vicinity of the Mono/Inyo County line and for that reason enter into this Memorandum of Understanding (MOU).

NOW, THEREFORE, MONO COUNTY AND INYO COUNTY AGREE AS FOLLOWS:

1. In consideration of the promises made below, and subject to the terms of this MOU, Mono County agrees to plow snow from: a) the Inyo/Mono county line at Lower Rock Creek Road to Gorge Road, a distance of approximately 1.5 miles; and b) Gorge Road from its intersection with Lower Rock Creek Road to its intersection with U.S. Highway 395, a distance of approximately 0.10 mile. Mono County will plow these sections only in conjunction with snow-plowing activities on its own roads. Mono County will determine in its sole discretion when to plow its own roads and hence when to plow the above-described portions of Lower Rock Creek Road and Gorge Road in Inyo County.
2. Mono County shall hold harmless, defend and indemnify Inyo County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Mono County, except where caused by the active negligence or willful misconduct of Inyo County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.
3. Inyo County shall hold harmless, defend and indemnify Mono County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Inyo County, except where caused by the active negligence or willful misconduct of Mono County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.
4. This MOU shall take effect when it is signed by authorized representatives of Mono County and Inyo County. It shall remain in effect until terminated by Mono County or Inyo County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.
5. This MOU may be amended by a writing signed by authorized representatives of Mono County and Inyo County.
6. This MOU shall be administered on behalf of Mono County and Inyo County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mono County:

Jeff Walters, Director of Roads
Mono County Dept. of Public Works
Post Office Box 457
Bridgeport, California 93517
760.932.5440

Inyo County:

Doug Wilson, Interim Director
Inyo County Dept. of Public Works
Post Office Drawer Q
Independence, California 93526
760.878.0201

By the signatures of their authorized representatives appearing below, Mono County and Inyo County agree to perform and abide by the terms of this MOU.

Mono County

Inyo County

By: _____

By:  _____

Dated: _____

Dated: 4-8-13 _____

APPROVED AS TO FORM:

County Counsel

By:  _____

By: _____

Dated: 3/2/12 _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

By: _____

Dated: _____

Dated: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF MONO AND THE COUNTY OF INYO
GOVERNING MONO COUNTY'S PROVISION OF
SNOW-REMOVAL SERVICES ON PORTIONS OF
ROCK CREEK ROAD**

WHEREAS, the County of Inyo maintains 1.0 mile of Rock Creek Road from Inyo/Mono County line to Forest Service Road #6SO5.

WHEREAS, from time to time snowfall accumulates on Rock Creek Road which may impede access to the traveling public ; and

WHEREAS, the County of Mono removes snow on an as-needed basis from roads in its County Road System, including Rock Creek Road, near Forest Service Road # 6SO5, during spring and is thus equipped and able to remove snow from the immediate vicinity of those Mono County roads, including portions of Rock Creek Road in Inyo County if necessary; and

WHEREAS, while in the vicinity during spring, when maintaining its own roads, Mono County can enable access to the traveling public in both counties by providing snow-removal services on Rock Creek Road for 1.0 mile from the Mono/Inyo county-line to the Forest Service Road #6SO5, and Mono County believes such a service is in the public interest; and

WHEREAS, Inyo County wishes to allow Mono County's provision of snow-removal services when equipped and able to do so in the vicinity of the Mono/Inyo County line, and Inyo County believes such a service is in the public interest;

WHEREAS, Mono County and Inyo County wish to memorialize their understandings with respect to Mono County's provision of snow-removal services when equipped and able to do so in the vicinity of the Mono/Inyo County line and for that reason enter into this Memorandum of Understanding (MOU).

NOW, THEREFORE, MONO COUNTY AND INYO COUNTY AGREE AS FOLLOWS:

1. In consideration of the promises made below, and subject to the terms of this MOU, Mono County agrees to plow snow from the Inyo/Mono county line at Rock Creek Road to Forest Service Road #6SO5 a distance of approximately 1.0 mile. Mono County will plow this section only in conjunction with spring snow-plowing activities on its own roads. Mono County will determine in its

Exhibit 1

sole discretion when to plow its own roads and hence when to plow the above-described portions of Rock Creek Road in Inyo County.

2. Mono County shall hold harmless, defend and indemnify Inyo County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Mono County, except where caused by the active negligence or willful misconduct of Inyo County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

3. Inyo County shall hold harmless, defend and indemnify Mono County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Inyo County, except where caused by the active negligence or willful misconduct of Mono County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

4. This MOU shall take effect when it is signed by authorized representatives of Mono County and Inyo County. It shall remain in effect until terminated by Mono County or Inyo County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.

5. This MOU may be amended by a writing signed by authorized representatives of Mono County and Inyo County.

6. This MOU shall be administered on behalf of Mono County and Inyo County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mono County:

Jeff Walters, Director of Roads
Mono County Dept. of Public Works
Post Office Box 457
Bridgeport, California 93517
760.932.5440

Inyo County:

Doug Wilson, Interim Director
Inyo County Dept. of Public Works
Post Office Drawer Q
Independence, California 93526
760.878.0201

By the signatures of their authorized representatives appearing below, Mono County and Inyo County agree to perform and abide by the terms of this MOU.

Exhibit 1

Mono County

By: _____

Dated: _____

Inyo County

By: 

Dated: 4-8-13

APPROVED AS TO FORM:

County Counsel

By: _____

Dated: _____

By: 

Dated: 3/7/12

APPROVED FOR RISK MANAGEMENT:

By: _____

Dated: _____

By: _____

Dated: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|-----------------------|---|---------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Mental Health |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 10 Minutes | PERSONS APPEARING BEFORE THE BOARD | Robin Roberts |
| SUBJECT | Renew MarRic Contract | | |

AGENDA DESCRIPTION:

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

Contract for continued services with MarRic LLC, Transitional and Recovery Residential Treatment Program for ongoing residential care and treatment.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Robin K. Roberts, MFT to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Impact to Behavioral Health Department is \$2308.20 per month for current resident. This is offset by the residents partial payment. There is no impact to the General Fund.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760.924.1740 / rroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[MarRic Saff](#)

[Contract](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/15/2013 8:47 AM | County Administrative Office | Yes |
| 5/14/2013 4:39 PM | County Counsel | Yes |
| 5/15/2013 12:38 PM | Finance | Yes |

Date: April 2, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Robin K. Roberts, MFT, Director Behavioral Health
Subject: Contract with Jones Andrade Boyd, Inc. (formerly Mar-Ric, LLC.), Transitional and Recovery Residential Treatment Program

Recommended Action:

Approve County entry into a proposed twenty-eight month contract with Jones Andrade Boyd, Inc. for transitional and recovery residential treatment services and authorize the Board Chair to sign said contract on behalf of Mono County.

Fiscal Impact:

This contract is paid by Behavioral Health at \$3,302.20 per month. These funds represent reimbursement for transitional and recovery residential services for the mentally ill. There is no general fund contribution to this contract.

Discussion:

It is necessary to send certain mentally ill individuals who are unable to care for themselves secondary to their mental disorder to treatment at out-of-county facilities. Initially this treatment often occurs in an acute psychiatric hospital or institute for mental disease (IMD) setting. Jones Andrade Boyd, Inc. represents a “step-down” in care levels from both the acute psychiatric hospitalization and IMD placements.

Specifically, Jones Andrade Boyd, Inc. provides transitional recovery program services targeted to the mentally ill who are also substance abusers. Jones Andrade Boyd, Inc.’s programs enhance the development of independent living skills as well as the maintenance of abstinence from alcohol and other drugs. Clients are taught how to recreate in ways that do not involve substances. Those clients who are capable of work are encouraged to go into supported employment, initially on the Jones Andrade Boyd, Inc. grounds, and later in the community.

Mono County staff has visited the Jones Andrade Boyd, Inc. program and find its programs and facilities to be of the highest caliber. A licensed clinical social worker is on staff and available at all times. Mono County residents living at the Jones Andrade Boyd, Inc. residential treatment program have experienced life successes that eluded them in other placements.

Review:

This contract has been reviewed by County Counsel. If you have any questions regarding this report, please call Robin K. Roberts, MFT. at 924-1740.

Submitted By: _____
Robin K. Roberts, MFT Date

**AGREEMENT BETWEEN COUNTY OF MONO
AND JONES, ANDRADE & BOYD, INC. FOR THE PROVISION OF
RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of MONO (hereinafter referred to as “County”) may have the need for the RESIDENTIAL TREATMENT services of JONES ANDRADE BOYD, INC. (hereinafter referred covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows to as Contractor”), and in consideration of the mutual promises,:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The contractor shall furnish to the county, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this agreement will be made by Robin K. Roberts, whose title is: Behavioral Health Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County’s need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from March 1, 2013 to June 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

- A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.
- B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.
- C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$90,345. Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services were performed. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the Month.
- F. Federal and State Taxes.
 - (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - (2) County will withhold California State income taxes from payments made under this Agreement to non-California independent contractors when it is

anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00)

- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W- 9.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by county.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is no

obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

8. WORKERS' COMPENSATION.

Contractor shall provide worker's compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage if requested by County.

9. INSURANCE.

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services, including operations, products and completed operations, as applicable, to be performed by Contractor under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. Contractor will provide the County a copy of the policy and a certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County.

B. Business Vehicle.

If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$500,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

A certificate of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contractor. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County.

C. Professional Liability Insurance

Contractor/Consultant shall procure and maintain in force throughout the duration of this Agreement, a professional liability insurance policy with a minimum coverage level of \$1,000,000 each occurrence/\$2,000,000 policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor/Consultant.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

D. Deductible and Self Insured Retentions

Any deductibles or self insured retentions must be declared and approved by Mono County. If possible the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to

Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR.

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT.

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.
- B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Contractor agrees to abide by all Health Insurance Privacy and Portability (HIPPA) requirements; denoted in Attachment C of this Agreement.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

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

County of Mono
Behavioral Health Department
P.O. Box 2619
Mammoth Lakes, CA 93546

Contractor:

Jones Andrade Boyd, Inc. Name
2749 Lindbrook Dr. Street
Riverbank, CA., 95367 City and State

26. ENTIRE AGREEMENT.

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

**AGREEMENT BETWEEN COUNTY OF MONO
AND JONES ANDRADE BOYD, INC. FOR THE PROVISION OF
RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF MONO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Print or Type Name

Dated: _____

Taxpayer's Identification or Social Security Number:

APPROVED AS TO FORM AND LEGALITY:

County Counsel

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND JONES ANDRADE BOYD, INC. FOR THE PROVISION OF
RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 03/01/13 TO: 6/30/15

SCOPE OF WORK:

Contractor will provide basic board and care services, including adequate housing and three meals daily plus snacks, to those persons referred to it by County for the provision of such services.

Contractor will also provide to those persons referred to it by County transitional recovery program services, supplemental to board and care, that assist those persons in the development of independent living skills and the maintenance of abstinence from alcohol and other drugs. These services shall include

- § Daily groups, including psychosocial, educational, cognitive and reality groups;
- § Monthly, or as needed, individual therapy sessions to reduce negative symptoms impairing functioning in the community;
- § Proactive twice weekly intensive case management;
- § Emergency interventions by licensed specialists to de-escalate emotional flare-ups and minimize hospital admissions;
- § Twice weekly drug and alcohol awareness sessions on the dangers of chemical dependency;
- § Assistance with daily living skills; and
- § Assistance in utilizing recreation and leisure activities.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND JONES ANDRADE BOYD, INC. FOR THE PROVISION OF
RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 03/01/13 TO: 6/30/15

SCHEDULE OF FEES:

The fee for transitional and recovery program services shall be \$2,308.20 per month per person referred to Contractor by County; or \$76.94 per day for a partial month. This fee does not include board and care rates as determined by the State of California or other professional services such as psychiatry that may be separately approved and paid by Mono County.

The fee for room and board costs is \$993/month per person referred to Contractor by County. This is the SSI rate for room and board costs. Mono County normally pays this amount out of each resident's conservatorship account. In the event that SSI funds are not available within a conservatee's account, Mono County Mental Health shall make the room and board payment to Jones Andrade Boyd, Inc. on their behalf for an interim basis pending eligibility for SSI.

Jones Andrade Boyd, Inc. will bill in arrears for services during the previous month, in accordance with Paragraph 3.E. Billing and payment.

ATTACHMENT C

**COUNTY OF MONO
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA)
BUSINESS ASSOCIATE
TERMS AND CONDITIONS**

I. Recitals

A. County is a “hybrid covered entity” within the meaning of the HIPAA “Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”) (45 C.F.R. Parts 160 and 164).

B. County has or will disclose “protected health information” to Contractor in connection with the services provided to County by Contractor under this Agreement.

C. As a result of such disclosures, Contractor is or will be a “Business Associate” of County under the Privacy Rule.

II. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

A. *Agreement* shall mean the Agreement between County of Mono and Mar Ric, LLC. and any and all attachments thereto.

B. *Business Associate*. "Business Associate" shall mean Mar Ric, LLC..

C. *Covered Entity*. "Covered Entity" shall mean that part of the County of Mono that is subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

D. *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

E. *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)

F. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

G. *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

H. *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

I. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

III. Obligations and Activities of Business Associate

A. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

B. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by the Agreement.

C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

D. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Attachment to Business Associate with respect to such information.

F. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

H. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the

Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

J. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity information collected in accordance with subdivision I of Section III of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

K. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Original Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

IV. Specific Use and Disclosure Provisions

A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 Code of Federal Regulations 164.504(e)(2)(i)(B).

V. Obligations of Covered Entity

A. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information if such changes affect Business Associate's permitted or required uses and disclosures.

B. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. If otherwise provided for in this Agreement, Business Associate may use or disclose protected health information for data aggregation or arrangement and administrative activities of Business Associate.

VII. Term and Termination

A. *Term.* The obligations created by this Attachment shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

B. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Agreement if Business Associate has breached a material term of these Terms and Conditions and cure is not possible.

C. *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall at the discretion of Covered Entity return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Miscellaneous

A. *Regulatory References.* A reference in this Attachment to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

B. *Amendment.* The Parties agree to take such action as is necessary to amend this Attachment or the Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

C. *Survival.* The respective rights and obligations of Business Associate under Subdivision C of Section VII of this Agreement shall survive the termination of the Agreement.

D. *Interpretation.* Any ambiguity in this Attachment or the Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

| | | | |
|-------------------------------|--|---|----------------------|
| MEETING DATE | May 21, 2013 | DEPARTMENT | Board of Supervisors |
| ADDITIONAL DEPARTMENTS | | | |
| TIME REQUIRED | 20 minutes | PERSONS APPEARING BEFORE THE BOARD | Board of Supervisors |
| SUBJECT | Board of Supervisors Planning Workshop | | |

AGENDA DESCRIPTION:

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

The Board of Supervisors will hold a workshop to continue their strategic planning process by prioritizing their projects list. This item was continued from the May 14, 2013, agenda by Supervisor Hunt, Board Chair.

RECOMMENDED ACTION:

Review updated projects list from the April 9, 2013, public input workshop. Begin process of prioritizing projects. Provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Planning Workshop](#)
- [Project List](#)
- [Planning Commission Notes](#)

History**Time**

5/14/2013 5:42 PM

Who

Clerk of the Board

ApprovalYes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

To: Honorable Board of Supervisors

From: Lynda Roberts, Clerk of the Board

Date: May 14, 2013

Subject

Board of Supervisors' Planning Workshop

Recommendation

Review updated projects list from the April 9, 2013, public input workshop. Begin process of prioritizing projects. Provide direction to staff.

Discussion

At the regular meeting of January 15, 2013, the Board of Supervisors held a planning workshop, and each Board Member presented a list of projects they would like to work on in the next 12-24 months. The lists were compiled into a table so the Board could review and prioritize the projects.

The Board held a second planning workshop on March 12, 2013, to receive input from departments, and held a third workshop on April 9, 2013, to receive input from citizens. All feedback has been included on the projects list.

Fiscal Impact

None

Board Planning Workshop—12-24 Month Goals
January 15, 2013; Updated March 12, 2013, April 9, 2013

| Supervisor Alpers | Supervisor Fesko | Supervisor Hunt | Supervisor Johnston | Supervisor Stump | Public Input | Staff Input |
|--|--|--|---|---|--|---|
| | Solid Waste Plan | Solid Waste Plan: long-term plan | Solid Waste Plan: Benton Landfill | Solid Waste Plan: long-term and contingency plans | | |
| Employee Recognition: public achievement | Employee Recognition | Employee Recognition | Employee Recognition | | | |
| Economic Development | Economic Development | Economic Development | Economic Development | | Econ Dev Countywide: assist growth of new/existing business; solarization; access to health srvs; creative financing for long-term replacement needs | |
| Organizational Structure/Staffing: public service accountability | | Organizational Structure/Staffing: HR Director | Organizational Structure/Staffing: facilities, engineering, HR | Organizational Structure/Staffing: HR Director | Staffing: as it relates to budgeting (top to bottom review); professionalism | |
| | Paramedic Program | Paramedic Program: reorganization/review | Paramedic Program | Paramedic Program: cost containment | | |
| | Conway Ranch | Conway Ranch: success | Conway Ranch | | Conway Ranch: enhancement/manager | |
| | Substation | Substation | Substation (off demolition list) | | | |
| June Lake: ski area/rodeo grounds | | June Lake: ski area/rodeo grounds | June Lake: ski area/rodeo grounds | | | |
| | Facilities: old clinic, Bridgeport campus plan, Memorial Hall, Antelope Valley Community Ctr | | Facilities: Bridgeport campus plan, landscape Lee Vining Community Center | Facilities: ADA, jail, maintenance, energy efficiency, planning; prioritize funding | | Public Works ADA issues Facilities Asset Protection |
| | | Oversight Committees: Finance, Public Safety | Oversight Committees | Oversight Committees | | |
| | Parking Ordinance | | Parking Ordinance | | | |
| | | Live Streaming of BOS Meetings | Live Streaming of BOS Meetings | | Value of live interaction vs. video | |
| | | Develop Legislative Agenda | Develop Legislative Agenda | | | |
| MISCELLANEOUS | | MISCELLANEOUS | MISCELLANEOUS | MISCELLANEOUS | MISCELLANEOUS | MISCELLANEOUS |
| Reorganize Weekly Board Mtgs: promote public attendance and Supervisor education | | Progress on Regional Trail System | Public Recognition (added 3/12/13) | Vehicle Replacement | Public Lands Access: develop infrastructure to connect lands; maintain amenities; ambassadors; education; | Social Services Potential space needs due to Health Care Reform (pre-enrollment begins 10/1/13) |
| | | | Extend Water/Sewer Lines from MCWD to Sierra Business Park | Review A87 Charges | Bridgeport Fire Safe Council | Clerk Elections Equipment Space Needs |

| Supervisor Alpers | Supervisor Fesko | Supervisor Hunt | Supervisor Johnston | Supervisor Stump | Public Input | Staff Input |
|-------------------|------------------|-----------------|---|--|---|--|
| | | | Bridgeport Valley Nordic Ski Ctr | Tri Valley Flood Control Ditch | Bridgeport Valley: economic dev; implement RPAC priorities (Main St. revitalization, expand recreation opps, multiagency visitor's center, gateway monuments) | Animal Control Assist public at satellite locations |
| | | | Geothermal: facilitate replacement of machinery at existing plan | Tri Valley EMS Service | Implement Mono Basin Community Plan | Health Care Services Implementation of Affordable Care Act |
| | | | Biomass Feasibility Study | Lower Rock Creek Development | Help Finance Last-Mile Paving to Bodie | |
| | | | Affordable Housing for Workforce | Crowley CSA 1 Projects (County improve communication with CSA) | Develop local regional food system | |
| | | | Deer Fence/Grade Separation at Sonora Junction | | Promote Bridgeport as Gateway to Bodie | |
| | | | Improve Mammoth Airport Road | | Improve water quality at Crowley Lake | |
| | | | Deer/Snow/Airport Safety Fence: SR 203 and Hwy 395; deer under-crossings | | Develop one water system in Crowley Lake | |
| | | | North Conway Passing Lane Project | | Regional air service for the Eastern Sierra (out of Bishop) | |
| | | | Tioga Pass Heritage Highway Project | | Digital 395: broadband service to homes and free wireless to community main streets | |
| | | | Fix Auchoberry Pit Eroding Slopes | | Update and upgrade the County General Plan avalanche section | |
| | | | Landscape Screen on South/West side of Bridgeport Yard and Replace Non-Compatible Dark Sky Light Fixtures | | | |
| | | | Repaint Mono County Entry Signs | | | |
| | | | Solarization of County Facilities | | | |

| Supervisor Alpers | Supervisor Fesko | Supervisor Hunt | Supervisor Johnston | Supervisor Stump | Public Input | Staff Input |
|--------------------------|-------------------------|------------------------|--|-------------------------|---------------------|--------------------|
| | | | Permanently Waive Building Fees for Private Solar Projects | | | |
| | | | Initiative to Ban Single-Use Plastic Bags | | | |
| | | | Goals to Reduce County Fuel Usage | | | |
| | | | Training/Team Building at All Organizational Levels | | | |

MONO COUNTY PLANNING COMMISSION

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

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

EXCERPT OF SPECIAL MEETING MINUTES

April 11, 2013
(Adopted May 9, 2013)

COMMISSIONERS PRESENT: Scott Bush, Chris Lizza, Mary Pipersky, Dan Roberts, Rodger B. Thompson

STAFF PRESENT: Scott Burns, CDD director; Courtney Weiche, associate planner; Nick Criss, compliance officer; Garrett Higerd, public works; Stacey Simon, assistant county counsel; C.D. Ritter, commission secretary

5. WORKSHOP:

A. MONO SUPERVISORS STRATEGIC PLANNING MATRIX: Request for better management of Conway Ranch. Good session held at Mono Basin RPAC last night. Bridgeport Valley RPAC spokesman Benny Romero commented on Main Street efforts and economic development in Bridgeport. Bob Peters wanted strong economic development strategy, reorganization within Mono government. Ilene Mandelbaum spoke of Mono Basin Community Plan that clarified County's and community's priorities, local and regional food systems. Friends of Inyo attendee Laura Beardsley noted federal agencies are struggling, and maybe Mono could help fund wilderness ranger program. Economic development study draft will be completed by June. Paul Payne of KMMT-FM addressed algae blooms on Crowley Lake, and Ron Day supported single water system for Crowley. Mono Supervisors will take up matrix again next month.

Commissioner Pipersky asked if Bridgeport's aging County building (clinic) with heating/cooling issues could turn solar. *Replaced old boiler, working on facilities plan.*

Bodie Visitor Center generated interest. Documented demand for additional office space to acquire land. Buster's Market site would be suitable for multi-agency facility. New jail site? Met with all departments to define needs. Lots of staff and facilities five years ago, different now. Hopefully facilities planning will find its way into General Plan to be ready for grant opportunities.

Most immediate consideration on matrix, which is not prioritized? Mammoth Dog Sleds Use Permit needs to be revisited. Request for proposals go out this summer, formal solicitation of other potential activities.

Scott Burns stated that Mono Supervisors had asked specifically for Planning Commission feedback. Whereas some counties load up general plan for more policy direction for government component, Mono's General Plan has overall vision for Mono, not just planning.

Commissioner Roberts saw a wide range, from very broad to very specific.

Commissioner Pipersky thought landfill, Conway Ranch, substation, and parking ordinance pertained to Planning Commission. She suggested finding out about landfill (end of lease, other sites, and cost).

Commissioner Bush wondered how Mono could have a wish list without funding information. Burns noted downturn in economy last five years.

Garrett Higerd cited monitoring requirements independent of usage, self-sustaining, but with certain minimum liabilities/costs that can't be cut down when less money comes in. Monitor groundwater 30 years beyond closure date. Most infrastructure is in, but paperwork required for methane testing, etc.

Scott Burns stated Tony Dublino will conduct a presentation for the Collaborative Planning Team (CPT).

Higerd noted the LADWP lease ends 2023, so mandate to find another solution exists regardless of day-to-day operating. Mono Supervisors raised landfill rates recently, but are looking ahead to long-haul transfer or new site with permitting time. Mammoth Lakes generates ~80% of waste, so its decision on waste is vital. Mammoth is looking at other alternatives, expanded recycling center by transfer station. Recycling laws want

DISTRICT #1
COMMISSIONER
Mary Pipersky

DISTRICT #2
COMMISSIONER
Rodger B. Thompson

DISTRICT #3
COMMISSIONER
Daniel Roberts

DISTRICT #4
COMMISSIONER
Scott Bush

DISTRICT #5
COMMISSIONER
Chris Lizza

to divert waste from landfill, which worsens the problem. How do we not pull against ourselves economically? Monitoring and recycling need to occur.

Pipersky mentioned biomass and composting. Wendy Sugimura has sustainable communities grant moneys for consulting assistance. Enough critical mass is available and Mono is actively pursuing.

YARTS? Supervisors Tim Alpers and Byng Hunt are new members. Note: YARTS members can't be on LTC. Burns cited interest in YARTS from Tuolumne (SR 120) and Fresno (SR 41). Madera County (Oakhurst) is paranoid of keeping cars out of Yosemite.

Commissioner Lizza suggested focus on federal agencies, engage on issues. Burns cited an MOU with USFS and BLM to promote agency coordination. Toiyabe is in a different USFS region, hence not part of MOU. Tuolumne River Plan comments by Mono Supervisors highlighted importance of SR 120. Last year NPS initiated Lee Vining/Tuolumne route 3x/day. This year it will change to Mammoth Lakes/Yosemite twice daily.

Higerd mentioned that projects on Rock Creek Road and Convict Lake Road, with bike-climbing lanes on each, may go to bid in December. A two-year construction process is likely, creating some inconveniences.

Bush stated Digital 395 had encroached onto BLM land. That issue is between Praxis and BLM, not Mono.

Roberts suggested the June Lake ball field could be multi-use for concerts, soccer, etc.

Pipersky wanted to add solar to list.

SUMMARY: Commissioners identified items relevant to commission: clinic, landfill, parking ordinance, Conway Ranch, substation, Digital 395, June Lake ball field, and Mono Basin planning efforts through RPAC. Definitive structure and more information are needed for future Planning Commission recommendations.

Prepared by C.D. Ritter, commission secretary