



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting March 17, 2015

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on March 2, 2015.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on March 3, 2015.

C. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on March 3, 2015.

3. RECOGNITIONS

A. Resolution Honoring Mark Marland for his Years of Service to Mono County

Departments: Public Works - Road

5 minutes

(Jeff Walters) - Resolution honoring Mark Marland for his 12 years of service to the people of Mono County.

Recommended Action: Approve proposed resolution.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Reappointments to First 5 Mono County

Departments: Clerk of the Board

The Executive Director of First 5 Mono County respectfully requests the Board of Supervisors to reappoint Ms. Barbara Miller and Ms. Jeanne Sassin to the First 5 Mono County Children and Families Commission. In accordance with Mono County Code, Ms. Miller wishes to serve under the membership category: Representatives of a local child care resource or referral agencies or a local child care coordinating group. Ms. Sassin wishes to serve under the membership category: Representative of local school districts. Supervisor Alpers has agreed to sponsor this item.

Recommended Action:

Re-Appoint Commissioners Barbara Miller and Jeanne Sassin to the Mono County Children and Families Commission to serve subsequent three-year terms, commencing March 17, 2015 and expiring on March 16, 2018.

Fiscal Impact: None.

B. Public Defender Services

Departments: CAO; County Counsel

Proposed renewal contracts for indigent defense counsel services (public defender) with current contractors. Contracts are for a term of five years, with the following compensation adjustments: Years 1 and 2: Temporary 5% reduction in compensation (compared to current compensation); Year 3: Reversal of 5% reduction (restoration of current compensation); Year 4: 3% increase (compared to current compensation); Year 5: Another 3% increase (compared to Year 4 amount). All other terms and conditions remain the same as current contracts.

Recommended Action: Approve County entry into proposed Agreements for the Provision of Indigent Defense Counsel Services with the following contractors: Randall L. Gephart, Gerald F. Mohun and Libersbach, Mohun, Carney & Reed; and David D. Hammon. Authorize the Board Chair to sign said Agreements on behalf of the County.

Fiscal Impact: This is a mandatory general fund expense that is included in the current appropriation. The cost for the remainder of the 2014-15 fiscal year will be \$128,853, a 5% decrease from the prior contract. The annual cost for years 1 through 5, respectively will be \$515,411, 515,411, \$542,538, \$558,814, and \$575,579.

C. Mono County Property Assessed Clean Energy Resolution

Departments: Finance

Proposed Resolution, Associate Membership Agreement, and an Indemnification Agreement that will authorize the California Enterprise Development Authority (CEDA), through Figtree Financing, to administrator their program to all properties within Mono County's unincorporated areas.

Recommended Action: Adopt proposed Resolution #R15-_____, approving

Associate Membership by the County of Mono in the California Enterprise Development Authority, Associate Membership Agreement, and an Indemnification Agreement. Provide any desired direction to staff.

Fiscal Impact: Adopting this Resolution will have financial impact. Participation in the Figtree Program will require minimal staff time to administer once enrollees participate.

D. Hiring Freeze Variance - Maintenance Worker II-III Vacancy in Road Area I

Departments: Public Works

Due to an upcoming retirement in Road Area I (Crowley) there will exist a Maintenance Worker II-III vacancy. Public Works has followed the Mono County protocol to fill the vacancy created. This vacancy is a full-time position in the Crowley area and requires an in-county recruitment first for Public Works Maintenance Worker employees and if no requests to transfer were received then the position would be advertised out-of-county.

Recommended Action: Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Worker II-III vacancy in Road Area I (Crowley). If no requests are received in-county then advertise out-of-county to fill same vacancy. Provide any desired direction to staff.

Fiscal Impact: The funding source for this position is full-time out of the Road Fund. Maintenance Worker II - The total cost for remainder of fiscal year 14/15 is \$13,931 and a full fiscal year is \$55,726 of which \$36,456 is salary. Maintenance Worker III - The total cost for remainder of fiscal year 14/15 is \$14,393 and a full fiscal year is \$57,574 of which \$38,304 is salary.

E. Hiring Variance--Psychiatric Specialist I/II

Departments: Behavioral Health

These vacancies are due to pending resignation of one of Behavioral Health's Psychiatric Specialist I and the retirement of a Psychiatric Specialist III in December 2014. These positions provide Behavioral Health services to all Mono County residents; including, but not limited to, psychotherapy, case management, rehabilitation aide, and coordination of tele-psychiatry services. One of these positions will oversee the Behavioral Health Wellness Center in the Walker/Coleville area. Additionally, both of these positions will be providing service in the Mammoth Lakes office, be a member WRAParound and Katie A treatment teams, and will be a member of the Crisis Assessment Team. These positions also provide revenue for the Behavioral Health Department via Medi-Cal and Insurance billing. Should either of these positions not be filled, the Behavioral Health Department will have to limit services to all Mono County residents, have a poorer response time for treatment requests, and potentially have to decrease the numbers of consumers we are able to see for tele-psychiatry.

Recommended Action: Authorize Behavioral Health Director to recruit to fill two Psychiatric Specialist I/II vacancies.

Fiscal Impact: There is no impact to the County General Fund. Both positions are

funded with Mental Health monies and are on our allocation list. Psychiatric Specialist I--The total cost for remainder of fiscal year 14/15 is \$30,633.12. A full fiscal year is \$91,899.36 of which \$51,792.00 is salary, \$11,113.01 is the employer portion of Pers, and \$28,994.35 is the total cost of benefits. . Psychiatric Specialist II - The total cost for remainder of fiscal year 14/15 is \$33,099.22 A full fiscal year is \$99,297.65 of which \$57,168.00 is salary, \$12,266.54 is the employer portion of Pers, and \$29,863.11 is the total cost of benefits.

F. Hiring Freeze Waiver Request-Social Services

Departments: Social Services

Hiring waiver request for the recruitment of a Program Manager for the Child and Adult Welfare Division within the Department of Social Services.

Recommended Action: Approve hiring freeze waiver request and authorize the Director of Social Services to begin the recruitment effort for a Program Manager for the Child and Adult Welfare Division within Social Services.

Fiscal Impact: There is no cost to the General Fund; the cost for the position this year and in subsequent fiscal years would be paid for through a combination of child welfare realignment funds and previously untapped allocations (Federal Case Record Review and In-Home Supportive Services Quality Assurance Allocations). The cost, paid from these sources, for the remainder of FY 2014/15 is approximately \$35,982 of which \$22,794 is salary. (This position is budgeted at Range 82 Step E to allow a 5% difference in salary between the proposed Program Manager position and the current Supervisor II position.) The full year cost is approximately \$143,929 of which \$91,176 represents salary. The FY 2014-15 cost is included in the BOS-approved DSS Mid-Year budget.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Review of Local Emergencies and Interpretation of General Plan Provisions re RV Placement During Construction

15 minutes (5 minute presentation; 10 minute discussion)

(Jim Leddy and Scott Burns) - (1) Review state of local emergencies, which were proclaimed by the Sheriff as Director Emergency Services on February 6, 2015, and ratified by the Board on February 10, 2015 and the second local emergency proclaimed by the Mono County Health Officer on February 11, 2015 and ratified by the Board on February 17, 2015. (2) Resolution Interpreting and Providing Guidance to Staff in Implementing Section 04.040 of the Mono County General Plan Related to the Placement of Recreational Vehicles During Construction Related to the Round Fire. (3) Receive update from staff regarding other Round Fire-related activities and efforts.

Recommended Action: (1) Continue or terminate the state of local emergencies. (2) Consider and potentially adopt proposed Resolution. (3) Provide any desired

direction to staff.

Fiscal Impact: There is no fiscal impact for this action.

B. January 2015 Treasury Transaction Report

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman) - Treasury Transaction Report for the month of January 2015.

Recommended Action: Approve the Treasury Transaction Report for the month of January 2015.

Fiscal Impact: None.

C. High Sierra Tri Club Proposed Road Closure on Pinecliff Drive

20 minutes (10 minute presentation; 10 minute discussion)

(Alana Levin) - Proposed resolution #R15-_____, granting permission and temporary closure of Pinecliff Road in June Lake, CA for the June Lake Triathlon scheduled for July 11, 2015. Alana Levin of the High Sierra Tri Club will present information to the Board about the Triathlon and requested road closure. This item is being sponsored by Supervisor Alpers.

Recommended Action: Adopt proposed resolution R#15-_____, granting permission and temporary closure of Pinecliff Road in June Lake, CA for the June Lake Triathlon scheduled for June 11, 2015.

Fiscal Impact: None.

D. Airports Update

Departments: Public Works

15 minutes (5 minute presentation; 10 minute discussion)

(Garrett Higerd) - Provide update on airports.

Recommended Action: Receive staff report regarding Airport Layout Plan (ALP) Updates for Bryant Field and Lee Vining Airports and airport leases. Provide any desired direction to staff

Fiscal Impact: No general fund impact. The ALP updates are 90% funded by FAA grants with a 10% match from the airport enterprise fund.

E. Bodie Road

Departments: Public Works - Road

20 minutes (5 minute presentation; 15 minute discussion)

(Jeff Walters) - The 2.2 mile unpaved section of Bodie Road from highway 270 to the entrance of the State Park is a very rough road. Mono County Public Works has developed a short term maintenance option that would provide some improvement to

the condition of the road prior to the busy summer season.

Recommended Action: Hear staff report regarding potential road maintenance on the 2.2 mile unpaved section of Bodie Road. Provide any desired direction to staff.

Fiscal Impact: Up to \$28,000 from the Road Fund if the Board authorizes county staff to perform maintenance work described in staff report. There is sufficient appropriation in the 2014-15 Road budget.

F. Board of Supervisors Ad Hoc Emergency Medical Services Committee

Departments: Public Health/Emergency Medical Services

15 minutes (5 minute presentation; 10 minute discussion)

(Lynda Salcido, Public Health/EMS Director) - The Mono County Board of Supervisors recently voted to fund a \$225,326 midyear deficit in the Emergency Medical Services budget. At that time they also expressed a desire to establish an expert committee to study and recommend a high quality, county wide, fiscally sustainable EMS model.

Recommended Action: The Board of Supervisors is requested to review the proposed charter, membership and scope and establish a Board of Supervisors Ad Hoc Emergency Medical Services Committee.

Fiscal Impact: Costs associated with staff time to support this committee.

G. Authorization to Apply for the CDBG Grant

Departments: Finance and Public Works

PUBLIC HEARING 11:30 A.M. - 10 minutes (5 minute presentation; 5 minute discussion)

(Megan Mahaffey and Vianey White) - Public Hearing - The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a County with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents. Mono County has a history of successful CDBG Applications. Funds awarded have covered a variety of activities including Technical Assistance, Housing and Public Facilities. In previous years CDBG funds have been used for projects including the Lee Vining Community Center, Courthouse rehabilitation, Sierra East Mobile Home Park water purification, and the First Time Homebuyer program. A Public Hearing to allow for citizen participation in this year's CDBG potential project list was held on March 12th as part of the regular Planning Commission meeting.

Recommended Action: Consider and potentially adopt proposed Resolution #R15-____ "A Resolution of the Mono County Board of Supervisors Authorizing the County Administrative Officer or His Designee to Apply on Behalf of the County for Grant Funds Through the Community Development Block Grant Program and Take Related Actions." Provide any desired direction to staff.

Fiscal Impact: None at this time.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Performance Evaluation

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

C. Closed Session - Conference with Legal Counsel

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

D. Closed Session - Exposure to Litigation

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

12. REGULAR AGENDA AFTERNOON- NONE

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Special Meeting held on March 2, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[03-02-15 draft sp mins](#)

History

Time	Who	Approval
3/10/2015 12:53 PM	County Administrative Office	Yes
3/11/2015 9:45 AM	County Counsel	Yes
3/10/2015 1:55 PM	Finance	Yes



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

Special Meeting

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

March 2, 2015

Flash Drive	Portable Recorder
Minute Orders	M15-42 to M15-43
Resolutions	R15-15 Not Used
Ordinance	Ord15-01

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

*Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.
Supervisors Absent: None.*

*Break: 10:36 a.m.
Reconvene: 10:48 a.m.
Adjourn: 11:58 a.m.*

Pledge of Allegiance led by Chairman Fesko.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Kevin Smith (President, Paramedic Association):

- Here to ask for additional reserves.
- Chairman Fesko mentioned that Kevin will have chance to speak as part of the special agenda.

REGULAR AGENDA

0a) Mid-Year Budget Review (Jim Leddy) - Mid-year budget review. To view all of the mid-year budget documentation (too large to attach to the agenda), please visit link below (a copy is available for review in the clerk's office):

Note

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

http://monocounty.ca.gov/sites/default/files/fileattachments/auditor_-_controller/page/3777/2014-15_mid-year_budget_web.pdf

Action: Approve line-item budget changes as amended in the attached worksheet (4/5ths vote required); and form Blue Ribbon Committee in regards to EMS Program as suggested.

Alpers moved; Corless seconded

Vote: 4 yes; 1 no: Johnston

Action: Adopt the updated County Allocation List.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

The following discussion is meant to be a summary of the meeting discussion; the clerk's office has audio from this meeting available if anyone wishes to listen to the meeting in full detail.

Jim Leddy:

- Went over where we are with the budget and how today's agenda will proceed.
- Overall budget compared to last year is stronger.
- Mentioned the February 6th fire and how it has impacted budget.

POWERPOINT

- FY 2014-15
- Full time equivalents
- Midyear Tracking FY 2014-15 (Revenues and Expenses)
- Budget to Budget FY 2014-15
- Reserves Status – at policy minimum (reserves are for emergencies)
- Contingency Requests – most likely the focus of today's conversation (might be something semi-unexpected to address)
- Preparing for 2015-16 (July 1st)
- Adoption of Requested Actions

Chairman Fesko:

- Would like to hear from Public Works and EMS first on their contingency requests.

Garrett Higerd (Public Works Corrective Plan):

- He went down his list of shortfalls in Public Works budget.
- There are areas that cost cutting could occur instead of the board approving \$90,185.92. (Grader/plow blades, Contract Striping, Reclamation Plans, Environmental Plans, Premix and Mono City Emergency Access Road – Supplies = corrective road action plan).

Leslie Chapman:

- Gave some additional explanation about the road budget and the requested contingency requests/or corrective action plan.
- Public Works is asking for a little over \$90,000 instead of over \$200,000.
- The Board can either use the savings to cover this year's budget or next year's budget.

Lynda Salcido (Public Health):

- Introduced the EMS Corrective Action Plan – a lot of work has gone into this.

Rob De Forrest (EMS Corrective Action Plan):

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- Gave introduction/overview to the EMS Corrective Plan.
- He remains astounded at the lack of understanding by the Board about the EMS program.
- The Board needs to decide on a general fund contribution they can live with so that the EMS Program can continue doing their jobs.
- Strongly stands behind the creation of a Blue Ribbon Advisory Committee.

Supervisor Stump:

- The flier distributed referred to general fund contribution and expenditures.
- Went over his suggestions/implementations to the EMS program from previous years.
- Angry that the flier didn't mention all the savings realized previously; no one has given more support to the EMS program than he has.
- He finds it offensive that his implementations from previous years weren't mentioned. This has become a stumbling block for him in this conversation.
- Brought up how Tri-Valley receives no services from EMS program.
- He has a dollar figure he's willing to contribute; he wants to protect the services, but he doesn't think getting the public all wound up with misinformation is appropriate.

PUBLIC COMMENTS:

Kevin Smith (President, Paramedic Association):

- Feels that the Paramedic Program is headed in the right direction with increasing revenues and decreasing costs.
- Spoke of additional savings – in addition to the A-87 and Prop 172 savings mentioned by Supervisor Stump.
- Brown-outs will only create a reduced level of service; it's not likely to help the budget in the short run.
- Believes that reserve funding is the solution.

Mike Curti (Fire Chief, Antelope Valley):

- He's more concerned with five-year plan, not so much the midyear budget plan/discussion.
- Biggest problem he sees is that this board (as well as boards from past years) are not promoting tax base/home building in County.
- Discussion of how brown-outs would affect fire district if the fire district ended up having to run calls.

Judi Curti:

- She's here on her day off; on her own time.
- Feels we need our Medic program active.
- What does Mammoth pay for all the medic service being provided to them? Doesn't understand why they aren't paying?
- We need to start growing so that we actually have services left in North County.
- Supervisor Stump: mentioned that Mammoth generates 69% revenues. Discussion of ERAF funds.

John Alameda:

- He's a medic, but here speaking on his own behalf.
- The thought of brown-outs have hit him hard. He'd rather take a hit than have his partners/co-workers be laid off.
- He'd rather ditch MOU, address wages and benefits figures directly; deal in good faith on both sides, come away with solid program while maintaining program.

Rose Murray:

- Speaking as a realtor and a resident.

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- Discussed the signed petitions in favor of not losing any paramedic services.

Local teacher (no name):

- It's extremely frightening to think of having a community with so many kids and elderly people having no medics.

Brian Bullock (Paramedic Captain):

- Trying to figure out what they can do; they haven't had time to show everything they have done on paper.
- Need time to cover concessions; they have ideas, trying to get there.
- Feels they can make it by next year.

Jim DeGraffenreid (medic):

- Went over expenses that have been saved.
- They are just trying to bridge the gap of the next four months.

BOARD DISCUSSION:

Supervisor Corless:

- Thanked everyone that spoke thus far.
- We need to focus on moving forward; she has no interest over quibbling over which areas need the most medic services.
- She's not interested in gutting this program. Interested in forming an ad-hoc committee moving forward; needs to be fully formed and organized.
- Interested in learning more about how the program works; it's very complex.
- Interested in funding the contingency request – open as to what level this should occur at.
- She's heard from constituents about how important EMS is.
- She's also interested in keeping government transparency item (Granicus). Feels there is a disconnect between employees/residents and the board. Feels that Granicus is also extremely important.

Supervisor Alpers:

- This is very complicated; thanked Rob for addressing the Board.
- Would be surprised if Rob hadn't been nervous; shows he cares.
- Our job is to provide services. If we don't get this right, we're going to continue down this path. This needs to be a team effort.
- Was also upset about incomplete EMS memo that went out.
- He has a hunch that this can be figured out and that it can be solved in-house.
- He's most concerned about what we do long term

Supervisor Johnston:

- EMS services have been on the radar for as long as he's been on the board.
- There have been a number of positive changes in the program.
- In his opinion, the problem comes down to a situation where the negotiation portion by the medics wasn't achieved. Therefore, triggers are now eminent.
- All organizations in county have taken cuts in pay, EMS has not. Appreciates Alameda's suggestion – possibly taking a cut in pay.
- Suggested maybe moving forward with some contingency to get through next four months.
- Town of Mammoth Lakes basically supports the EMS program.
- Time we all got on same page; everyone needs to step up. He's tired of waiting for something to improve.

Supervisor Stump:

- When he goes to community meetings, his constituents don't want services cut, but also don't want to pay for services they don't receive.

Supervisor Fesko:

- Thanked everyone for coming to meeting.

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- He's been an advocate/critic of entire EMS program for a long time.
- Regarding flier that went out – while not technically inaccurate, feels the verbiage of it was intentionally misleading; does no good to stir the pot.
- Health and Safety, above everything else, has to be number one.
- This program is currently not working and the numbers show it; the triggers are happening.
- Does not support cutting the program at all – not so much because of medics, but because of his priority to health and safety.

Sheriff Braun:

- Medic 7 in Bridgeport is the lifeline for the jail; it's the only 24-hour medical treatment for inmates in custody.
- The jail must have a constant presence; something for Board to consider.

General Information:

- Each Supervisor gave their ideas on how contingencies should be funded.
- Leslie Chapman added these amounts to spreadsheet which will be made part of the permanent record both in the minutes and online.
- An audio copy of this meeting is available in the clerk's office.

**INFORMATION CONTAINED IN FINAL CONTINGENCY WORKSHEET
(recommended amounts followed by board approved amounts in bold):**

Unanticipated Necessities

County Counsel (Legal Contingencies): \$72,000 **\$72,000**

Operating Transfers (Child Support 12/13 mandated repayment): \$81,782 **\$81,782**

BOS/Clerk-Recorder (Assessment appeals deposit refunds): \$5,800 **\$5,800**

Carryover from Original Budget

General Contributions to Non-Profits (Contributions to community non-profit organizations): \$40,000 **\$0**

Information Services (Government Transparency Suite Software): \$8,000 **\$8,000**

Community Development (Temporary Intern): \$11,238 **\$0**

Budget Shortfalls

Road Department (Net Loss SRS funding): \$90,186 **\$90,186**

Emergency Medical Services (Budgeted for Concessions – No immediate savings):
\$110,374 **\$225,374**

New Requests

Fish Enhancement – Fish Commission Report (Supplement reduction in NFWF stocking): \$25,000 **\$0**

Round Fire unreimbursed expenses (Round Fire Unreimbursed Expenses): \$50,000
\$0 (all to reserves)

Final Comments:

Supervisor Stump:

- What triggers a fiscal emergency?
- Marshall: spoke about Government Code; it covers fire and the other categories are narrow.

Supervisor Fesko:

- Mostly concerned with leaving NO contingency fund for the next four months.
- Believes EMS folks are intelligent and that they are reading the writing on the wall here. He will not keep supporting EMS in the future.

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Supervisor Johnston:

- Board is sending the message that's it is ok to over-expend your budget; if that happens, the Board will just take it from contingency. And there will be \$0 contingency left.
- Yet, at the same time, the board is choosing to not fund children's and community programs.

Supervisor Alpers:

- Constituents will need to be involved in the Blue Ribbon Committee for EMS.

ADJOURNMENT 11:58 a.m.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

§§§§§

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
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AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on March 3, 2015.

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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[03-03-15 draft mins](#)

History

Time	Who	Approval
3/10/2015 12:53 PM	County Administrative Office	Yes
3/11/2015 9:48 AM	County Counsel	Yes
3/10/2015 1:55 PM	Finance	Yes



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

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

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

**Regular Meeting
March 3, 2015**

Flash Drive	#1009
Minute Orders	M15-44 to M15-47
Resolutions	R15-16 not used
Ordinance	Ord15-02

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

*Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.
Supervisors Absent: None.*

*Break: 10:27 a.m.
Reconvene: 10:40 a.m.
Closed Session: 11:40 a.m.
Reconvene: 2:00 p.m.
Adjourn: 2:30 p.m.*

Pledge of Allegiance led by Chairman Fesko.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Action: Approve minutes of the Regular Meeting held on February 10, 2015, as corrected.

Note

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

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M15-44

Supervisor Stump:

- On p. 7 of draft minutes, item #7a, under his comment, add the following after annual: "fire prevention" fee....

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers (will email me):

- 2/19 - Met with Molly DesBaillets, Executive Director, Mono County Children & Families Commission (First 5) for orientation as a new Commissioner. She provided a well-organized, extremely informative information binder as a future reference tool.
- 2/20 - Attended the ESTA meeting held in the Bishop City Council Chambers with the following highlights:
 - Elected Colin Fernie, Mammoth Lakes Town Council, to Vice-Chairman position. Inyo County Supervisor Jeff Griffiths remains Chairman.
 - Supported a grant application for Low Carbon Transportation Options Program which would fund another run on the Mammoth Express route which would allow commuters to work an 8-5 job and have transportation.
 - Supported additional service on St Patrick's Day evening funded by third parties. The Board plans to address a future policy at an upcoming meeting when a third party wants to contribute to extra service.
 - Reviewed an outline of a capital replacements program for ESTA buses. Formal program will come back to Board at a future meeting.
- 2/26 - Attended the First 5 Commissioners meeting held at the Mono County Office of Education in Mammoth with the following highlights:
 - Jeanne Sassin (Commission Secretary) and Barbara Miller (Program Director) were reappointed for 2 year terms.
 - Kindergarten Roundup will be held every day on the week of 3/23/2015 at all elementary schools in the County. This program is an information time for parents and children and introduces the kids to teachers, classrooms, facilities, schedules, etc. More information on Kindergarten Roundup can be found on mono-kids.org.
 - The Commission received a \$5,000 REDD grant for an early child literacy program called Raising the Reader.
- 3/2 - Attended the YARTS meeting held at the BOS Chambers in Mammoth with the following highlights:
 - Reviewed and approved the VIA Adventures Drug and Alcohol Policy for application to YARTS.
 - Approved an amendment to the Amtrak Service Agreement and financial proposal for the Fresno Amtrak Thruway Service.
 - Approved and accepted the YARTS Audit for the Fiscal Year ending June 30, 2014.
 - Approved the requested CPI adjustment in accordance with the provisions of the contract between YARTS and VIA adventures.
- 3/2 - Attended the MMSA- Mono County Liaison meeting with Chairman Fesko and CAO Leddy at the MMSA Administrative Conference Room with the following highlights:
 - Information on ski area visitation and finances, air service usage including new routes to Las Vegas and Denver.
 - Report on June Mtn. snowmaking; exploratory drilling to commence this summer. If water is found and approved to use, planning and construction will begin on

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new J1 facility.

- Publicly thanked Mono County State representatives Frank Bigelow (Assemblyman) and Tom Berryhill (Senator) along with former Mono County Assemblywoman Kristin Olsen and long time Mono County friend Assemblyman Scott Wilk for their help with the Governor's declaration of emergency for Mono County (Round Fire).

Supervisor Corless:

- CSAC: Called into the Board of Directors meeting on the 19th; adopted the legislative platform and priorities—huge focus on transportation funding issues, reassuring that CSAC is working on getting needed funding for rural counties. Attended CSAC New Supervisors Institute last week—so grateful for this training, spending time with and getting different perspective from other new supervisors; our assembly member Frank Bigelow spoke and want to thank him for his words of wisdom and his time.
- Met a great contact at governor's office, Wade Crowfoot, deputy cabinet secretary who oversees emergency services.
- Many thanks to Craig Schmidt, director, and the board of the Mammoth Lakes Chamber of Commerce for jumping right in to help with round fire relief.
- Meetings: YARTS and ESTA board meetings, Mammoth Lakes town council; met with Inyo National Forest Supervisor Ed Armenta on 2/20, very positive meeting and he is interested in working more closely with Mono.
- Congratulations to Mammoth High School's Nordic skiers for strong finishes at state championships—boys team tied for first, Amanda Kirkeby top female skier in CA. Many of these great athletes will continue to national championships.

Supervisor Fesko:

- Feb 18 - Meet with Shannon Peterson and Hal Curti to talk about water leasing in the Antelope Valley.
- Feb 19 - Met with Ed Inwood regarding Trapping in California and Mono County.
- Feb 19 - Attended the BP RPAC.
- Feb 24 - Attended the Agenda Review Committee meeting
- Feb 27 - Met with a Solar to learn more about the technology, installation, and options available to the residents of Mono County through the PACE program.
- March 2 - Attended our Special Meeting on the Budget. Thank you to staff for working so diligently on maintaining our budget. Thanks to fellow Board members for their cooperation, patience and civility at a meeting that had the potential of getting rather crazy. While the decision on contingencies was not unanimous it was clear that we were all thinking more alike than different. Thanks again for a very productive meeting.
- Just a quick note to commend Susan Peters of the Assessor's Office & Ruth Hansen of the Clerk-Recorder's office for going out of their way to help the public with some property issues.
- Cal OES declarations, spoke briefly about these.
- Discussed RCRC's announcement that Golden State Finance Authority is now partnering with Ygrene Energy Fund (part of PACE program).
- Two hour meeting with MMSA after yesterday's meeting; his first time going as Chair; a lot of stats given; lower income than usual; June Mountain – got permits to do test wells to eventually make snow and found a drilling company; Chair one discussed – further build out – land trade discussions moving forward. Discussion about Flagged hotels coming into Mammoth; tied to airport use. Brief airport discussion.

Supervisor Johnston:

- Contacted Matt Cate, Executive Director of CSAC, to solicit his support and request his assistance with the State's Declaration of Emergency regarding the Round Fire.
- Concluded preliminary interviews with candidates for the Great Basin Unified APCD. Formal interviews will be held March 16th.
- Attended the monthly Mammoth Lakes Housing meeting. The main emphasis is preparing for the forthcoming joint meeting with the Town Council and Planning

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Commission.

- Attended the Treasury Oversight Committee; attendees reviewed and discussed the Investment Strategy. Also noted the County continues have a return on investment of three times that of the Local Agency Investment Fund (LAIF).

Supervisor Stump:

- Appreciates all the effort by fellow Board members and staff to get the Emergency Declaration signed.
- 2-24 - CSA 1 Board meeting - continue to work with County staff on community improvement financed by CSA 1 - Latest project is a proposed skate park.
- 2-25 - Long Valley RPAC - Strategic Planning update - Two potential new RPAC appointees attended since there are openings.
- 2-26 - Community Correctional Partnership meeting - Mono County is going to initiate a Drug Court - DA Kendall provided more information in his Department head report.
- 3-2 - Chalfant RPAC - Strategic Plan update, ESTA update, review of ongoing efforts to control "goat head" weeds in the Park, discussion of suggestions for Cal Trans about Hwy 6 speed through the Community.
- 3-2 - County Budget Meeting.
- Thanked Mammoth Chamber of Commerce; they are reaching out to areas in the county.
- There is a situation of feral Cats under a shed in Chalfant; Officer Pelichowski of Animal Control is diligently tracking these animals.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- **February 19th** – South County Employee Roundtable held 15 in attendance. Focus of discussion was the Strategic Planning process.
- **February 19th** – Attended the Bridgeport RPAC meeting and presented the Strategic Planning framework. The group requested a second presentation at their April meeting in order for them to have time to review the RPACs community plans.
- **February 20th** – Spoke with Laree Keily and Beth Conley regarding helping facilitate a special Board meeting on Strategic Plan. The April dates are unavailable for them but they are looking for April dates they can propose to support the Board's efforts on the Planning session.
- **February 23rd** – Along with Finance department, County Counsel, Public Health, Behavioral health, solid waste, community development and building departments, we met with consultants for the Town of mammoth lakes who are looking into an Enhanced Infrastructure District. This type of District is a new post redevelopment funding effort that can potentially be used to fund economic development infrastructure. Conversation was a presentation and solicitation of initial feedback. There is interest by the Town to bring presentation to the Board or discussion.
- **February 25th** – Sheriff Braun and I spoke with CAL OES to receive additional information about how Fire disaster impacted residents could access the Small Business Administration's loan program. The staff of CAL OES and SBA will be touring with community to provide initial damage assessment on Tuesday March 3rd with Assessor Beck to demonstrate the clear need for any and all resources for our residents. Hopefully this will provide homeowners seeking additional low costs loans for rebuilding a resource.
- **February 26th** – Attended along with Supervisor Fred Stump and Brent Calloway the Chalfant RPAC. Presented the Strategic Plan Framework and will return in two months to have brainstorming session after group has reviewed their community plan.

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- **March 3rd** – Attended the Mammoth Mountain County Liaison meeting along with Chairman Fesko and Supervisor Alpers. Touched bases on issues impacting Mountain growth.

6. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard:

- Brief update on old hospital; hot water has been forced off due to failure; hot water tanks have been put in; we have cold water only; if that fails hospital is done.
- Supervisor Stump – can they save the water heaters if we are able to get out of the hospital?
- County will save everything that's good (boilers, water heaters, etc.)
- Supervisor Fesko – glad to hear we're finally working toward getting out of the building.

Sheriff Braun:

- Saturday night – Cops vs. Kids at CHS; Sheriff's won by a very close game (53-50); another game this Saturday night.
- Word of caution: listened in on Cal OES conference call; may be shutting down which will affect future grant funding; something to look to in the future.

D.A. Tim Kendall:

- California Community Partnership – as part of approved JAG grant, part of funding is start up funding for Mono County Drug Court – made up of enforcement component (historically known as MONET) and includes Drug Court component; third component is the transitional service (hopefully to include housing).
- Update on recently formed Mono County Investigative Unit: Unit he's been working on for past couple years, primarily due to staff shortages. By way of MOU, cooperative investigative unit – Sheriff, MLPD, CHP, located in DA's office; funded through asset forfeiture funds. There will be six investigators.
- Supervisor Stump: asked various questions; he thinks this is a great thing.
- Supervisor Johnston: Recognized him for his efforts.

Stacey Simon:

- Update on Sustainable Groundwater Act – SB13.
- Update on Labor's National Union and Ormat/Great Basin – Mono County not a party; opposition briefs filed last week.

7. CONSENT AGENDA

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

A. Ordinance for Re-Authorization of CAO to Enter into Lease and License Agreements for County-Owned Property

Departments: CAO, County Counsel

Proposed ordinance re-adopting Mono County Code Section 3.05.030 delegating authority to the CAO to enter into certain leases or licenses of County-owned property.

Action: Adopt proposed ordinance #ORD15-02, re-adopting Mono County Code Section 3.05.030 delegating authority to the CAO to enter into certain leases or licenses of County-owned property.

Stump moved; Alpers seconded

Vote: 5 ye; 0 no

ORD15-02

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B. Appointment of Emergency Standby Officers

Departments: CAO

Appointment of Emergency Standby Officials.

Action: Appoint standby officials to serve as members of the Board of Supervisors and key County positions in the event of a disaster where a Board Member or key County officer is unavailable as a result of the disaster. Direct the Sheriff, as Director of the Office of Emergency Services, to aid in the investigation of the nominees.

Corless moved; Johnston seconded

Vote: 5 yes; 0 no

M14-45

Pulled by Supervisor Corless:

- She had failed to get her names to Mr. Vallejo; has been done now.

John Vallejo:

- Revised list according to Supervisor Corless' request.
- Updated list will be posted as an additional document on the web.

C. Antelope Valley Regional Planning Advisory Committee appointment

Departments: Community Development

Consider the appointment of Bill Van Lente to the Antelope Valley Regional Planning Advisory Committee.

Action: Appoint Bill Van Lente to the Antelope Valley Regional Planning Advisory Committee.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

M15-46

Pulled by Supervisor Johnston:

- He had put in a written request to have this pulled from the consent agenda; should have been done. In the future, this is what he requests.
- You shouldn't need a "rule" for this. If there is knowledge prior to the meeting that there will be discussion then it should be moved.
- Not just a supervisor but even a staff member or a citizen should be able to pull from consent.
- As to item: this is an issue with process. He doesn't feel that Antelope Valley RPAC specifically follows the process – makes it look like a good old boys club, if you don't pass muster with the AVRPAC then you aren't even considered; needs to be corrected.
- People appointed to AVRPAC are appointed for life – every other committee/commission has terms; he feels that it's time for this committee to have terms.
- Supervisor Fesko has been on this committee, not sure this is appropriate (Supervisor Fesko mentioned that he is no longer on this committee).

Supervisor Fesko:

- His understanding was that it is up to the Agenda Review Committee to decide which agenda any item goes on.
- This may need to be brought back to the board for discussion to amend rules/procedures.
- We will need to legally amendize this if there is a need for further discussion.
- Consensus to bring back another item for future discussion regarding terms of RPACS.

Supervisor Stump:

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- Brought up example of Planning Commission agendas; this is parallel to that kind of request.
- We don't need a line/rule about this.
- Discussion about membership applications.
- The Board can take up the issue of term limits at a future date.

Marshall Rudolph:

- Did not attend the recent agenda review committee.
- Not aware of any rule on this; general rule is that the committee decides how to put the agenda together.
- Not surprised that the agenda review committee decided what to do with the item.
- General consensus is that if a supervisor wants something pulled from consent ahead of time, it should be pulled.
- Perhaps agendize a future item?

D. Planning Commission Reappointments

Departments: Community Development Department

Reappointment of Mary Pipersky and Chris Lizza to the Mono County Planning Commission, as recommended by Supervisor Larry Johnston and Supervisor Stacy Corless respectively. Commission terms run for four years and will expire March 1, 2019.

Action: Reappoint Mary Pipersky and Chris Lizza to the Mono County Planning Commission, as recommended by Supervisor Larry Johnston and Supervisor Stacy Corless respectively. These terms will expire March 1, 2019.

M15-47

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

Pulled by Supervisor Corless:

- Wanted to commend Chris Lizza for his involvement and expertise.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Fish and Game Commission

Departments: Clerk of the Board

Receipt of 15 Day Notice of California Notice Register 2015, No. 1-Z, Z2014-1223-01 Re: Mammal Hunting Regulations for 2015-2016 from the Fish and Game Commission.

Supervisor Stump:

- Too late to do anything with this.
- Unsuccessful deer tag folks will be assessed a fee; a rather negative reinforcement.
- He feels this is inappropriate for those visiting that might want to hunt.

B. Antelope Valley RPAC Letter of Thanks

Departments: Clerk of the Board

Correspondence from the Antelope Valley RPAC expressing appreciation for the

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recent expansion of the Community Center in Walker, CA.

Supervisor Fesko:

- Wanted to publicly acknowledge their appreciation.

C. US Forest Service

Departments: Clerk of the Board

Correspondence from Forest Service District Ranger Jon Regelbrugge regarding the initiation of the environmental analysis process for the proposed Inyo National Forest and Devils Postpile National Monument, Interagency Prescribed Burn Project.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Eastern Sierra Visitor Center Presentation

Departments: County Administrator's Office

(Bernadette Johnson) - Presentation by Bernadette Johnson regarding the Eastern Sierra Visitor Center.

Action: PULLED BY CHAIRMAN FESKO; MS. JOHNSON COULD NOT ATTEND DUE TO ILLNESS. TO BE RESCHEDULED.

B. Project Approval Policy

Departments: Public Works

(Joe Blanchard) - Presentation by Joe Blanchard regarding the Project Approval Policy. The aforementioned policy was approved by the Board of Supervisors on April 1, 2014 and was implemented soon thereafter. The goal of this workshop is to discuss the Projects Policy, the County Comprehensive Facilities Plan (CCFP) and the alignment of the Projects Policy, the CCFP, and the overall Strategic Plan.

Action: None (informational only).

Joe Blanchard:

- Introduced item; went over staff report.
- Discussed committee and how request form was created, by whom and what is entailed.
- Explained which types of projects (and monetary amounts) will go through the process.

Supervisor Stump:

- This didn't exist prior to him sitting on board; he's grateful to see it now.
- Energy Efficiency goals: he'd like to see this expressed again on list at top of page 2.
- If Public Works encounters problems with this process, please keep board updated.

Supervisor Corless:

- Similar to Supervisor Stump's comment – in reference to strategic planning: add to project description, reference the strategic direction and method.

Supervisor Fesko:

- This will be a great asset going forward.
- May work well for RPACS as well; establishes a clear process.

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Jim Leddy:

- There is a broader conversation to be had about process.

C. California Senior Legislature

Departments: Social Services

(Kathy Peterson and Richard Cervantes) - Presentation by Senior Senator Richard Cervantes regarding the California Senior Legislature (CSL). The CSL is comprised of dedicated community volunteers representing all 58 counties in the State. The 40 Senior Senators and 80 Senior Assembly Members are elected by their peers (persons 60 years of age and older) to represent seniors throughout the State. Their primary mission is to gather ideas for model legislation for consideration at the State and Federal levels. CSL members submitted over 60 legislative proposals this year designed to improve the lives of Californians age 60 and over. There is an upcoming election to fill a vacancy to finish the remaining three years of a four-year term in the CSL Assembly.

Action: Information only.

Kathy Peterson:

- Introduced item.
- Explained the concept of the California Senior Legislature.
- Mentioned additional funding for IMAAA?

Richard Cervantes (Senior Senator from Inyo/Mono County) :

- Gave an overview of how the California Senior Legislature works.
- They are elected by their peers.
- It's hard to get people to serve on this; if the Board knows of anyone that wants to sit on this, the interested people should have funds at their disposal as it can be expensive.
- This year was their 34th Legislative Session.
- Whole list of proposals sifted out to come up with top ten, then passed onto committees. Once there, they decide how it's written into proper form; then laid on the desk of the Secretary of the Senate. Then committee lobbies for real legislature to get someone to carry bill. Read three times, etc. and then continues on regular process. Finally reaches Governor's Desk. 77% of bills they've proposed are being passed.
- You leave notes for Senators at their desks.
- Passed: Dementia Training (made available to first responders); Fall Risk Program (informs Seniors and assess for fall risk); Affordable Hearing Aids; Identity Theft (increased penalty to a felony, carries two years mandatory prison time).
- You need 50 signatures from seniors over 60.
- Feels the urban/rural distribution is pretty even.
- Could end up without representation.

Supervisor Fesko:

- Asked what has been passed.
- A lot of seniors in his area lives paycheck to paycheck; would be hard to get these people interested.
- A future idea for legislation? SRA fee - getting that waived for seniors?

Buck Grace (artist):

- We need more stock caps like our Board to help get things pushed through.
- He really isn't interested in being an Assemblyman, wants to be an artist like he is.
- He didn't know about CSL until the past ten years; it's remarkable how many seniors don't know it exists.
- He promoted Richard Cervantes in his goodness. You have to really WANT to do this.

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Supervisor Johnston:

- Thanked them both for what they're doing.
- Thanked Mr. Cervantes for time on Inyo County Board and he also worked with him on Great Basin Board.
- Your success is to be commended; wish that all legislative pursuits were as successful.

Supervisor Stump:

- Need 50 signatures to be in CSL – all over age of 60?
- Do Urban Areas get more representation than rural or is it evenly distributed?
- What happens if we can't find a rep?

Supervisor Corless:

- Thanked him; will spread word in Mammoth.
- Would like to know what goes to Legislation so that we can maybe add to our platform to help assist our seniors.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Benny Romero:

- Mammoth session on State of the County: he thought it was a great presentation; one key portion was left out of this discussion: agriculture. Would like to see this added to next year's presentation.
- Banner on Main Street – we need one to give visitors informative messages and show people that town is alive.
- Brought up Strategic Plan's mission statement, he thinks it's great. Missing: put together a set of indicators as to direction we're going.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

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

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Performance Evaluation

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

D. Closed Session - Public Employment

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PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Defender.

E. Closed Session - Conference With Legal Counsel

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

F. 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: Madrid v. County of Mono et. al.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Eric Swan:

- Here to discuss tax issue regarding OVIHA (Owens Valley Indian Housing Authority)

Marshall Rudolph:

- OVIHA – Indian Housing Authority, can be set up under tribal law.
- There is a past issue regarding taxes; OVIHA sued many years ago.
- He doesn't know what money we've had from OVIHA lately, does know we get some
- He gave Mr. Swan his contact information. They are welcome to any public records he has.

Supervisor Fesko:

- An agenda item can be scheduled if necessary.

Julie Fritcher:

- Concern with Mono County and Camp Antelope – doesn't see that 15 houses have been built; understands there was a fire up there and insurance money paid for this.
- Payment of tax issues; concealment issues regarding their policies.
- Wants information on how to get records of OVIHA.

13. REGULAR AGENDA - AFTERNOON

A. Supervisors' Appointments to Boards, Commissions and Committees

Departments: Board of Supervisors

(Jim Leddy) - Mono County Supervisors serve on various boards, commissions, and committees for one-year terms that expire on December 31st. Each January, the Board of Supervisors makes appointments for the upcoming year.

Action: None.

Marshall Rudolph:

- After doing research, it is County Counsel's opinion that Supervisor Corless will have a Government Code Section 1090 conflict with MMSA contract renewal and ESTA.
- If you're on a governing board, MMSA's contract cannot be renewed with Supervisor Corless involved; she needs to resign from ESTA.
- Under ESTA joint powers document, it has to be a board member.

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- Supervisors cannot serve on both ESTA and LTC.
- There is not urgency to this, contract not up for renewal now.
- Supervisor Corless can serve on LTC.
- This is the opinion of his office, which was done a long time ago. You *can* get an AG opinion if you wish although there is a wait on that.
- He can communicate through John Helm the request to amend JPA to allow an at large person to sit on board for Mono County.

Supervisor Corless:

- She would prefer this being dealt with sooner rather than later; she feels she needs to step down from ESTA immediately.

Supervisor Fesko:

- Thinks if AG opinion doesn't cost anything, we probably should get one.

Supervisor Johnston:

- This is being forced on us due to the conflict of interest.
- An at large person appointed to ESTA is a possibility, although JPA will need to be addressed.
- He's not sure what legal conflict there really is.

Supervisor Alpers:

- He doesn't see any reason why ESTA wouldn't agree to an amended JPA.
- This authority runs smoothly.

ADJOURN 2:30 p.m.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

Note

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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Special Meeting held on March 3, 2015.

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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[3-3-15 sp draft minutes](#)

History

Time	Who	Approval
3/10/2015 12:53 PM	County Administrative Office	Yes
3/11/2015 9:48 AM	County Counsel	Yes
3/10/2015 1:55 PM	Finance	Yes



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

Special Meeting
Crowley Lake
Community Center,
58 Pearson Road,
Crowley Lake, CA
93546

March 3, 2015

Flash Drive	Portable Recorder
Minute Orders	M15-48 to M15-49
Resolutions	R15-16 not used
Ordinance	Ord15-03 not used

6:00 PM Meeting called to Order by Chairman Fesko.

Supervisors present: Alpers, Corless, Fesko, Johnston and Stump.

Supervisors absent: None. Supervisor Alpers left this meeting approximately ¾ of the way through.

Pledge of Allegiance led by Chairman Fesko.

These minutes are intended to be a summary of the special meeting that occurred on March 3, 2015. There is an audio recording of this meeting in the clerk's office if anyone is interested.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Supervisor Stump:

- Expressed regret for the reason of this meeting; the entire Board joins in this sentiment.
- Everyone participated in getting the Governor's Declaration signed.
- Supervisor Corless – she managed to get a meeting with Deputy Cabinet Secretary to Governor Brown in Sacramento.
- Supervisor Alpers made phone call to Kristin Olsen and Scott Wilk who also contacted Governor.
- Supervisor Fesko contacted both current reps – both signed letters to Governor.
- Supervisor Johnston contacted Matt Cate at CSAC.
- This kind of a loss is a first for Mono County, he's proud of the way the County pulled together.
- Thanked Thaddeus Taylor of Sacramento last week; showed it to a variety of state legislators.

Note

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

Supervisor Fesko:

- Introduced staff to Board.

REGULAR AGENDA

- 0a) Review of Local Emergencies (Jim Leddy) - Review state of local emergencies, which were proclaimed by the Sheriff as Director Emergency Services on February 6, 2015, and ratified by the Board on February 10, 2015 and the second local emergency proclaimed by the Mono County Health Officer on February 11, 2015 and ratified by the Board on February 17, 2015.

Action: Continue the state of local emergencies, as recommended by staff.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M14-48

Jim Leddy:

- Explained the local emergencies that have been declared and ratified.
- Must be continued every 14 or 30 days; recommendation at this time is to continue the emergencies.

- 0b) Round Fire Report and Request for Recovery Actions (Jim Leddy, Sheriff Ingrid Braun, Jeff Walters, Garrett Higerd, Scott Burns, Tom Perry, Lynda Salcido, Tony Dublino and Leslie Chapman) - Status Report on Round Fire impacts by departments and request for actions by Board to advance recovery and re-building efforts.

Action:

The Board moves that the following actions be taken and items be approved:

1bi – Direct Public Works staff to continue to work directly with Planning and Building staff on erosion control issues.

3a – Waive building permit fees on fire damaged properties for uses other than wells (which fees were previously waived by the Board); waive planning permit fees for temporary RV placement during reconstruction on fire damaged properties.

3b – Streamline processing of DR permits for temporary RV placement during reconstruction without notice to contiguous property owners.

3d – Expedite processing of reconstruction to former size and location under Director's Review (DR) procedures (with fees waived) and subject to all General Plan, County Code, and other applicable requirements, with consultation of Cal Fire and the Fire Protection District as additional DR standards, rather than the more involved Use Permit.

3d – Determine that accessory uses (e.g. gardens, chicken coops, outbuildings) surviving on properties where the principal structure was destroyed, do not constitute an "accessory use prior to a main use" (which requires a DR permit), unless rebuilding of the principal structure does not commence within a reasonable time (e.g. one year).

3e – Determine/interpret that reconstruction of damaged or destroyed homes fall within the emergency repair work exemption of the Rimrock Ranch Specific Plan, since it is necessary to ensure public health and safety.

3e – Authorize staff to work with the Wheeler Crest Design Review Committee to implement an expedited design review process for Round Fire reconstruction projects.

4 – Direct the Building Official to contract with additional vendors to enable expedited Plan review and inspections.

Note

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- 6d** – Waive all well and septic certification fees as the rebuilding begins, along with any new septic system permit fees for impacted properties.
- 9** – At the Budget 3rd Quarter review tentatively scheduled for April 21st bring forward the full financial impacts with a recommendation on the potential need to declare a Fiscal Emergency under the State Budget Control Act for potential use of Reserves to cover only those unreimbursed County costs.
- 10** – Authorize the CAO, with County Counsel review, to execute all documents needed to access state Federal disaster resources including the OES Form 130.

All of the above directions/approvals are only to be applied to existing property owners who suffered the loss from this disaster.

Stump moved; Fesko seconded

Vote: 4 yes; 0 no 1 absent: Alpers

M15-49

Jim Leddy:

- Plan was to come to this meeting with questions to be answered by Board that will most effectively assist those in need.
- There will be several presentations.
- We have an updated financial document today and we will have a final one in April.
- For information on the web, go to main page: Round Fire: then go to: <https://gis.mono.ca.gov/roundfire/>
- These updates include *all* parts of wind and fire disaster in county.
- Toll Free Number: 866-745-9719.
- There is a frequently asked questions page on the back table that people may take with them.
- Handed out updated Finance sheet (to be posted to the web).
 - Third quarter budget check in: board will be asked to access resources we are not getting assistance with.
 - As of today: \$426,000 to the county.
 - Even with CalRecycle, we're looking at over \$286,116.
 - Right now trying to enable rebuilding.
 - Roberta Reed:
 - § Has been working with Department to reclaim overtime costs.
 - § She will be setting up a new fund to track expenses and will make journal entries that don't affect budget, keeping them separate.
 - § Has been checking with OES.
 - § Any Special District within the County is eligible for reimbursement as well as using the OES forms.
 - § She can send forms to those who request them.

Jeff Walters:

- Discussed specific items damaged: posts, signs.
- Erosion control and grading permits: if an owner wishes to reconstruct a home, these fees will not be required.
- Gave details of repaired items.
- Right of way and encroachment permits: storing storage materials in right of way is allowed as long as it doesn't impede traffic or other ongoing operations.
- Addresses are now all completed.
- Barricades at Lower Rock Creek Road taken out today.
- The road came through unscathed.
- Encouraged additional questions if anyone has any.

Tony Dublino:

Note

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- Everything changed once Governor's Declaration was signed. Revised recommendation as most don't apply anymore.
- Going to switch gears and try to get people signed up with CalRecycle and participate in that process.
- Reps from CalRecycle are here; they can best speak to their program.
- Financial Assistance has been freed up for county; CalRecycle will come in and remove all affected debris from the properties.
- Will need to forward insurance proceeds to the county who will then forward to the state. Homeowners will not be on the hook for anything additional except what insurance provides.
- Supervisor Stump: will everyone have a contact person at the end of tonight's meeting? And on county website?

Scott Burns:

- Re-establishing use: they request to place an RV on property while they are building the house. Does board want to waive that fee and perhaps relax some of the standards?
- Active building permit on file to place an RV (might require GPA).
- Director Review Process: re-establish a non-conforming use? Use permit? Lengthy process. Streamline these requests to a downgrade? Consult with Calfire?
- Rimrock Ranch Specific Plan – very environmentally oriented plan: had plans for heavy construction; there was an exemption, exception for emergency purposes. Asking if Board interprets this as emergency?
- Consulted with James Pallace – toured area last couple days and will be coming up with some ideas for vegetation. Will have a pamphlet for property owners.

Tom Perry:

- Preparing for facts in hand – 45 structures, 35 single family dwellings; researched what they would need: expedited reviews can be committed to.
- Fees: fairly common for fees and other associated permits to be waived, right now only electrical being waived; other jurisdictions have waived fees unless additional square footage gets added.

Lynda Salcido:

- Mono County remains under a state of local health emergency.
- Asked Louis Molina to speak about specifics:

Louis Molina:

- In line with building permit fee waivers: anticipates that there will be some septic systems needing to be replaced, he recommends these fees also be waived.
- Asked residents to contact him for exact septic system location due to a lot of heavy machinery being out there.

Sheriff Braun:

- Nothing new to report; asked that residents keep an eye on each other's properties.
- Thursday afternoon bringing Cal OES officers to tour area so that they know what residents are facing.

Barry Beck:

- Took tour of all homes with State today.
- If anyone is here that has property damage but hasn't heard from the Assessor's office, please contact him.

SUPERVISOR COMMENTS:

Supervisor Stump:

- These are things we can do; we can't change state law.
- Appreciates fellow board members and support being given.
- If there are bumps please contact him.
- His intent was for these things to benefit those that lost their homes and choose

Note

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to rebuild and keep them.

- The residents that suffered the loss are who should be considered.
- Calfire has finished its cause/determination: they will provide a synopsis. Several weeks to completion.

Supervisor Johnston:

- Stuck on larger home question: what if they sell lot and someone buys it and rebuilds a huge home?
- The board is trying to figure all this out; make sure you let them know if they are missing something.

Supervisor Fesko:

- Only applies to existing property owners (add to motion)?

Wes Minderman (Calrecycle):

- All staff at Calrecycle gave sincere condolences to Swall residents and to the Board for all their assistance.
- As of Friday, once Governor signed declaration, everything changed.
- They can finally move forward and put plans in action. Ready to focus on recovery.

Todd Talhammer (On-site Manager, Calrecycle):

- The residents here have very good staff and people that care. It's an honor for him and his team to be here. It's a community and a community response.
- Gave overview of the clean-up system they use.
- Homeowners can either sign up for this program or they need to do a certain standard of clean up: make sure a three year old can walk across the property once it's clean.
- He wants to take enough soil from property to make sure it's clean.
- Numbered signs go up, second sign posted: photos, asbestos survey, removal, assessment sampling, erosion control, county approval. Process length depends on how many sign up. The more that sign up, the bigger crew.
- Answered various community questions.

Melinda (Calrecycle):

- Yes, special district structures are eligible.

Various Community members asked questions:

1. What is cause of fire?
2. What are requirements with fire sprinkler codes?
3. Disaster area vs. local emergency?
4. Water tank requirement?

ADJOURNMENT 8:15 p.m.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

§§§§§

Note

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Public Works - Road

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Jeff Walters

SUBJECT Resolution Honoring Mark Marland for
his Years of Service to Mono County

AGENDA DESCRIPTION:

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

Resolution honoring Mark Marland for his 12 years of service to the people of Mono County.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760 932 5459 / jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Resolution](#)

History

Time	Who	Approval
3/11/2015 5:11 PM	County Administrative Office	Yes
3/11/2015 9:49 AM	County Counsel	Yes
3/12/2015 9:10 AM	Finance	Yes

**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF MAINTENANCE WORKER III
MARK MARLAND**

WHEREAS, Mark and his family moved to the Eastern Sierra's in 1988; and

WHEREAS, Mark Marland began his career for Mono County on January 17th, 2003; and

WHEREAS, Mark and his wife Jean have been together for 26 years and share three children and 10 grandchildren together; and

WHEREAS, Mark has worked a variety of assignments such as, Temporary Road Maintenance Worker, Solid Waste Equipment Operator III, and a Road Maintenance Worker III; and

WHEREAS, Mark has served the Mono County Public Works Department with honesty and a tremendous amount of integrity; he is dedicated, hardworking and has earned a great deal of respect from his department and co-workers throughout his entire career with Mono County; and

WHEREAS, Mark has done snow removal in Road Area 1 working tirelessly for extended hours and weeks at a time in order to ensure the safety of our traveling Public;

NOW, THEREFORE BE IT RESOLVED, that the Mono County Board of Supervisors, hereby extend a most sincere "THANK YOU" in appreciation for Mark's dedicated service; and

BE IT FURTHER RESOLVED, Mark Marland is hereby extended our best wishes as he moves into the next chapter of his life, and congratulations in retirement. APPROVED AND ADOPTED this 17th day of March, 2015, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy Fesko, Supervisor District #4

Fred Stump, Supervisor District #2

Stacy Corless, Supervisor District #5

Tim Alpers, Supervisor District #3



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointments to First 5 Mono
County

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Executive Director of First 5 Mono County respectfully requests the Board of Supervisors to reappoint Ms. Barbara Miller and Ms. Jeanne Sassin to the First 5 Mono County Children and Families Commission. In accordance with Mono County Code, Ms. Miller wishes to serve under the membership category: Representatives of a local child care resource or referral agencies or a local child care coordinating group. Ms. Sassin wishes to serve under the membership category: Representative of local school districts. Supervisor Alpers has agreed to sponsor this item.

RECOMMENDED ACTION:

Re-Appoint Commissioners Barbara Miller and Jeanne Sassin to the Mono County Children and Families Commission to serve subsequent three-year terms, commencing March 17, 2015 and expiring on March 16, 2018.

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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[staff report](#)

History

Time	Who	Approval
3/10/2015 12:57 PM	County Administrative Office	Yes
3/11/2015 9:44 AM	County Counsel	Yes
3/4/2015 6:41 PM	Finance	Yes



Kim Escudero, MD
Commission Chair
Pediatrician
Mammoth Lakes Hospital

Date: May 2, 2015

Jeanne Sassin
Commission Vice-Chair
Teacher
Lee Vining Elementary School

To: Honorable Board of Supervisors

From: Molly DesBaillets, Executive Director First 5 Mono County

Barbara Miller
Commission Secretary
Program Director
Mammoth Unified School
District

Subject: Re-Appointment of Barbara Miller and Jeanne Sassin to the First 5 Mono County Children and Families Commission

Stacey Adler, PhD
Mono County Superintendent of
Schools

Recommended Action:

Re-Appoint Commissioners Barbara Miller and Jeanne Sassin to the Mono County Children and Families Commission to serve subsequent three-year terms, commencing March 17, 2015 and expiring on March 16, 2018.

Karin Humiston
Chief Probation Officer

Discussion:

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to reappoint Ms. Barbara Miller and Ms. Jeanne Sassin to the First 5 Mono County Children and Families Commission.

Tim Alpers
Mono County Board of
Supervisors

In accordance with Mono County Code, Ms. Miller wishes to serve under the membership category: *Representatives of a local child care resource or referral agencies or a local child care coordinating group.*

Rick Johnson, MD
Mono County Health Officer

Ms. Sassin wishes to serve under the membership category: *Representative of local school districts.*

Fiscal Impact:

None

Molly DesBaillets, MA
Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

P.O. Box 130 w Mammoth Lakes, CA 93546
760-924-7626 w 760-934-8443 (fax) w mdesbaillets@monocoe.org monokids.org



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: CAO; County Counsel

TIME REQUIRED

SUBJECT Public Defender Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed renewal contracts for indigent defense counsel services (public defender) with current contractors. Contracts are for a term of five years, with the following compensation adjustments: Years 1 and 2: Temporary 5% reduction in compensation (compared to current compensation); Year 3: Reversal of 5% reduction (restoration of current compensation); Year 4: 3% increase (compared to current compensation); Year 5: Another 3% increase (compared to Year 4 amount). All other terms and conditions remain the same as current contracts.

RECOMMENDED ACTION:

Approve County entry into proposed Agreements for the Provision of Indigent Defense Counsel Services with the following contractors: Randall L. Gephart, Gerald F. Mohun and Libersbach, Mohun, Carney & Reed; and David D. Hammon. Authorize the Board Chair to sign said Agreements on behalf of the County.

FISCAL IMPACT:

This is a mandatory general fund expense that is included in the current appropriation. The cost for the remainder of the 2014-15 fiscal year will be \$128,853, a 5% decrease from the prior contract. The annual cost for years 1 through 5, respectively will be \$515,411, 515,411, \$542,538, \$558,814, and \$575,579.

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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- [PD staff report](#)
- [Gephart contract](#)
- [Mohun contract](#)
- [Hammon contract](#)

History

Time	Who	Approval
3/12/2015 10:08 AM	County Administrative Office	Yes
3/12/2015 10:06 AM	County Counsel	Yes
3/12/2015 9:38 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: March 17, 2015

RE: Agreements for the Provision of Indigent Defense Counsel Services

Recommendation:

Approve County entry into proposed Agreements for the Provision of Indigent Defense Counsel Services with the following contractors: Randall L. Gephart, Gerald F. Mohun and Libersbach, Mohun, Carney & Reed; and David D. Hammon. Authorize the Board Chair to sign said Agreements on behalf of the County.

Fiscal Impact:

This is a mandatory general fund expense that is included in the current appropriation. The cost for the remainder of the 2014-15 fiscal year will be \$128,853, a 5% decrease from the prior contract. The annual cost for years 1 through 5, respectively will be \$515,411, 515,411, \$542,538, \$558,814, and \$575,579.

Discussion:

The County is obligated by state law to provide indigent defense counsel services (public defenders). For well over 15 years, the County has satisfied this obligation through contracts with three attorneys (Randall Gephart, Gerald Mohun, and David Hammon), who agree in their contracts to coordinate their scopes of work in order to cover all cases requiring indigent defense counsel services (note: in occasional cases, conflicts or other circumstances require the court's appointment of other or additional counsel).

The new proposed agreements would continue this relationship for an additional term of five years, with the following adjustments in compensation Years 1 and 2: Temporary 5% reduction in compensation (compared to current compensation); Year 3: Reversal of

5% reduction (restoration of current compensation); Year 4: 3% increase (compared to current compensation); Year 5: Another 3% increase (compared to Year 4 amount). All other terms and conditions remain the same as current contracts.

Note that the County is not required to utilize an RFP (request for proposals) process to procure indigent defense counsel services, but has done so from time to time for good measure. And in those instances, the current contractors have always been selected. The County considered doing another RFP at this time, but has been presented with a unique opportunity to lock-in a budgetary savings through a negotiated a five-percent reduction in current compensation costs for two years, consistent in principle with concessions and compensation reductions in current collective bargaining agreements and in contracts with at-will employees. There are no assurances that use of an RFP process would result in such savings. In addition, the County has received input from the Courts and other interested parties supporting continued use of the current contractors for various reasons, including operational stability of the current criminal justice system.

If you have any questions or comments, please call me at (760) 924-1707.

AGREEMENT BETWEEN THE COUNTY OF MONO
AND RANDALL L. GEPHART,
FOR THE PROVISION OF INDIGENT DEFENSE COUNSEL SERVICES

I. PARTIES.

The parties to this Agreement are the COUNTY OF MONO ["County"], a political subdivision of the State of California and RANDALL L. GEPHART ["Contractor"], an attorney licensed by the State of California.

II. RECITALS.

WHEREAS the County intends to contract to divide performance of Indigent Defense Counsel Services between three independent contractors pursuant to California Penal Code Section 987.2 (b). The purpose of these contracts is to provide competent and effective legal representation to qualified indigent persons appearing before the various Courts of the County and to fix the expenditures of County funds for the payment of private attorneys where the other indigent contract counsel is unable to appear due to a conflict of interest. This contract is part of a joint proposal which contemplates the cooperative, but separate and independent, provision of indigent legal services and the coverage of conflicts for Mono County between Contractor and Gerald F. Mohun and David D. Hammon;

WHEREAS, the County requires professional services for the purpose of providing legal representation for certain qualified indigent persons before the various courts of said county;

WHEREAS, the County is required as a matter of law to provide legal defense services and juvenile services pursuant to California Penal Code to persons who qualify for such services. The County desires to insure the quality, consistency, and efficiency, and to fix the costs of indigent defense services. The County enters into this contract and the two related contracts to achieve those goals;

WHEREAS, contractor is a duly licensed attorney who represents that he is capable of providing such legal defense services;

WHEREAS, this is a personal services contract in which County relies upon Contractor to provide the services herein described;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the parties hereby agree as follows:

III. SERVICES PROVIDED BY CONTRACTOR.

A. Contractor shall furnish to the County those services set forth in Attachment A, attached hereto and by reference incorporated herein.

B. Contractor shall provide such services in a manner consistent with his obligations as an

attorney at law in the State of California.

C. Contractor shall inform the court when, in the opinion of Contractor, his representation of a criminal defendant would constitute a conflict of interest. Once so informed, the court shall appoint the appropriate other contract attorney to represent that criminal defendant.

D. Contractor agrees to abide by the Rules of Professional Conduct of the State Bar of California. Contractor agrees not to engage in any private representation which would conflict with his ability to represent indigent defendants under this Contract.

E. Contractor shall, at his own expense, comply with all continuing legal education requirements mandated by law, rules of court, and rules of professional responsibility.

F. In performing all services under this Contract, Contractor shall use his best efforts to conform to local judicial requirements and expectations for attorneys practicing in Mono County courts. Among other things, Contractor shall (to the extent practicable) be present in court and ready to proceed with his matters at the date and time they are scheduled to be heard. In that regard, Contractor shall (to the extent practicable) conduct client meetings and otherwise prepare for his client's court appearances in advance of the court sessions at which those appearances are scheduled to occur.

IV. TERM; COMPENSATION TO CONTRACTOR.

A. This Agreement commences on April 1, 2015 and terminates on March 31, 2020; unless sooner terminated as provided herein or unless extended by mutual agreement of the parties.

B. From April 1, 2015, through March 31, 2017, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fourteen thousand three hundred sixteen dollars and ninety-eight cents (\$14,316.98). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

C. From April 1, 2017, through March 31, 2018, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand seventy dollars and fifty cents (\$15,070.50). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

D. From April 1, 2018, through March 31, 2019, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand five hundred twenty two dollars and sixty two cents (\$15,522.62). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

E. From April 1, 2019, through March 31, 2020, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand nine hundred eighty-eight dollars and thirty cents (\$15,988.30). In addition, County shall

compensate Contractor at an hourly rate for any “complex cases” as described in Section (F) of this Article IV below.

F. A “complex case” means a felony case, and also any case involving the civil commitment of sexually-violent predator, requiring more than fifty (50) hours of Contractor’s personal time to handle. When a case becomes complex, Contractor’s time spent on that case (beyond the first 50 hours) shall be compensated at the court’s then-current hourly rate of compensation for appointed counsel in felony cases. All time personally spent by Contractor on a felony case shall be counted in determining whether it has become “complex” and, if so, how much additional compensation is owing. No additional compensation shall be owed for the first 50 hours of time, which are deemed included in the Contractor’s base compensation. Contractor shall invoice County for any additional compensation alleged to be owing with respect to a complex case, which shall include appropriate time records indicating, at a minimum, the name of the case, the dates the legal services were rendered, the general nature of those services, and the Contractor’s time measured in tenths of an hour. County shall pay such an invoice within 30 days of receipt.

G. Contractor shall maintain and provide proof of professional liability insurance with an amount of coverage satisfactory to the County throughout the term of the contract.

H. Except as otherwise provided herein, Contractor shall not be entitled to, nor receive, any other additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this agreement. Specifically, Contractor shall not be entitled, by virtue of this agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

I. The compensation set forth herein does not include compensation for ancillary professional services, including but not limited to, investigators, photographers, accident reconstruction experts, chemists, criminalist, psychologists, psychiatrists, and other expert consultants. These services, which are subject to Court approval, shall be billed to the County and paid separately. Notwithstanding the foregoing, the County may at its own expense retain a private investigator to provide investigative services to Contractor and to other contractors providing indigent defense counsel services. County shall solicit and duly consider Contractor's opinion regarding the qualifications of any such proposed investigator, but the County in its sole discretion shall make the final decision regarding the investigator retained and the terms and conditions of that retention. If and when the County so retains an investigator to provide services to Contractor, then Contractor shall utilize that investigator for Contractor's investigative needs under this contract to the fullest extent possible, provided that the investigator is willing and legally able to provide services to Contractor. In the event that the investigator is ever legally unable to provide services to Contractor on a particular matter (e.g., due to conflict of interest), then Contractor may with Court approval utilize any other investigator for that matter, the cost of which shall be billed to the County and paid separately.

J. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Agreement. Payment of taxes as required by law is the sole

responsibility of Contractor.

K. Contractor shall provide such office space, supplies, equipment, vehicles reference materials, and telephone services as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or to 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. Except as set forth in Section (K) of this Article IV, 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.

L. With respect to travel and lodging requirements out of Mono County in the event of defense services including, but not limited to, cases where the venue is transferred out at Mono County, and, cases where Contractor is required to meet out of County with children and witnesses involved in juvenile cases when mandated by the Welfare and Institutions Code or reasonably appropriate for competent representation, County shall pay per diem travel expenses for vehicle mileage, meals and lodging at a rate not to exceed that which is established for County employees.

V. TERMINATION.

A. Contractor may terminate this Agreement only for good cause shown. Good cause means that the County has breached a material term of this Agreement and has failed to cure or correct that breach after being given at least 30 days written notice of the alleged breach by the Contractor. Under no circumstances shall the nature or quantity of work required of Contractor pursuant to and during the term of this Agreement -- nor the effect of that nature or quantity of work on Contractor's actual or estimated financial costs, profits, or losses incurred in rendering services under this Agreement -- constitute good cause or grounds under any other legal theory for Contractor to terminate this Agreement.

B. County may terminate this Agreement upon good cause shown. Good cause means that Contractor has not or is unable to provide services in the manner required by the relevant professional standard. Good cause may be determined only by the Board of Supervisors of County after a hearing at which Contractor has the opportunity to appear and provide evidence.

VI. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR.

A. This Agreement is made pursuant to Penal Code Section 987.2 (b). 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. 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 the 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:

B. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

C. Contractor shall be responsible to County only for the requirements specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to Contractor's fulfillment of this Agreement.

D. Contractor, its agents, officers, and employees are independent contractors, and at all times during the term of this Agreement, shall conduct themselves as independent contractors, and not as employees of County.

E. Contractor shall provide his own law office space, telephone, secretarial services, and all other services, tools and equipment necessary for him to carry out the terms of this Agreement. County may, from time to time and at its sole option, provide interview rooms in which Contractor can conduct interviews. Contractor will, however, have such reasonable access to the Mono County Law Libraries located in the Mammoth Lakes Superior Court and the County Courthouse in Bridgeport as is necessary for him to carry out the terms of this Agreement, including keys to the Law Libraries provided the Judges of the County's Courts consent to such an arrangement.

F. Contractor shall bear the cost and responsibility for obtaining any mandatory and/or continuing legal education required by statutes, applicable rules of court, or the State Bar of California, in order to perform the services required by this Agreement. Contractor shall use his best efforts to focus such education in areas of the law germane to the services required by this Agreement.

G. Contractor's obligation is to perform in a timely manner the services described in this Agreement. It is understood by the parties that the provision of such services will require a varied work schedule. County shall have no control over the work schedule of Contractor or the manner in which the services are provided by Contractor except as otherwise expressly set forth in this Agreement.

VII. DEFENSE AND INDEMNIFICATION.

A. 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 provision of indigent defense services pursuant to 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, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

B. To the extent permitted by law, County shall defend, indemnify and hold harmless Contractor, its agents, officer, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers or employees.

VIII. MISCELLANEOUS PROVISIONS.

A. If any portion of this Agreement or application thereof to any person or circumstances 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 the 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.

B. This Agreement represents the entire Agreement by and between the parties hereto. The parties agree that no other representations have been made, whether orally or in writing, by either of them as an inducement to enter into this Agreement. There are no oral agreements between the parties.

C. This Agreement may be amended or modified only by a written agreement duly executed by the parties, and each of them.

D. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or 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:

County Administrative Office
P.O. Box 696
Bridgeport, CA 93517

CONTRACTOR:

Randall L. Gephart
4 Oak Tree Place
P.O. Box 1768
Mammoth Lakes, CA 93546

E. 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.

F. Contractor shall keep such reasonable records as are necessary to comply with Penal Code Section 987.8 or other such records and statistics as mutually agreed upon by the parties. Among other things, Contractor shall keep records of actual time spent performing juvenile dependency legal services every month and shall supply such time records to the County no later than 15 days after the end of each month in which juvenile dependency services were performed. Such records shall provide such detail as the Courts may require in order to compensate the County for providing such services to the Courts (under a separate agreement). Also, no later than January 31st of each year, Contractor shall provide a written summary for the prior calendar year of the number and type of cases handled and the number of hours worked on each type

IX. ENTIRE AGREEMENT.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Timothy E. Fesko, Chairman
Board of Supervisors

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO
AND RANDALL L. GEPHART

Contractor agrees that he will provide legal services for the following persons before the courts of Mono County when any Mono County Court determines that a person is eligible to have legal counsel appointed to him or her:

Contractor shall assume those cases assigned to contractor by the Mono County Superior Court. Cases include:

- 1 Felony arraignments and preliminary hearings
- 2 Felony trials and motions
- 3 Misdemeanor arraignments, trials and motions
- 4 Felony writs
- 5 W&I 601 and 602 cases on behalf of minors and parents, if necessary
- 6 W&I 300 cases on behalf of parents and siblings, if necessary
7. Mental health cases filed in Superior Court, including, but not limited to:
 - a. Conservatorships, including writs and posts certification hearings and certification review hearings (Welfare and Institutions Code Section 5350 and related sections);
 - b. Demonstrably dangerous commitments, (Welfare and Institutions Code Section 5300);
 - c. Commitments of dangerous mentally retarded persons (Welfare and Institutions Code Section 6500);
 - d. All post adjudication of criminal mental health status cases (Penal Code Section 1026.2, restoration of sanity hearings);
 - e. Welfare and Institutions Code Section 5158 and other mental health proceedings.
8. Misdemeanor appeals to Superior Court; family support cases, including Penal Code 270 and contempt filings. and child support crimes and contempts, and writs of Habeas Corpus.

Contractor shall act as second conflicts counsel for Mr. Mohun and Mr. Hammon. Mr. Hammon shall act as first conflict counsel, and Mr. Mohun shall act as second conflict counsel for contractor.

Life imprisonment without possibility of parole, third strike, and homicide cases shall be assigned to contractor on a rotational basis with the other two contract indigent defense counsel. The rotational order of assignment on such cases shall be: 1. Mr. Gephart; 2. Mr. Hammon; and 3. Mr. Mohun. Once such a case is assigned, the next such case shall be assigned to the next attorney.

The contractors may cooperate to make adjustments to their respective duties to ensure that indigent defender services continue to be provided pursuant to the terms and conditions of the contract.

The scope of work of this Agreement also includes any other types of cases not expressly mentioned above with respect to which the County is legally obligated to provide defense to indigent persons pursuant to Penal Code Section 987.2 (b), unless such case is already expressly included within the scope of work of another attorney on contract with the County to provide indigent defense services during the term of this Agreement.

If any case arises; which is not expressly covered by this agreement or the other two agreements for the provision of indigent services, then the contractors shall determine which contractor shall assume representation for such case.

AGREEMENT BETWEEN THE COUNTY OF MONO
AND GERALD F. MOHUN, JR., AND LIEBERSBACH, MOHUN, CARNEY & REED,
FOR THE PROVISION OF INDIGENT DEFENSE COUNSEL SERVICES

I. PARTIES.

The parties to this Agreement are the COUNTY OF MONO ["County"], a political subdivision of the State of California and GERALD F. MOHUN, JR., and LIEBERSBACH, MOHUN, CARNEY & REED ["Contractor"], attorneys licensed by the State of California.

II. RECITALS.

WHEREAS the County intends to contract to divide performance of Indigent Defense Counsel Services between three independent contractors pursuant to California Penal Code Section 987.2 (b). The purpose of these contracts is to provide competent and effective legal representation to qualified indigent persons appearing before the various Courts of the County and to fix the expenditures of County funds for the payment of private attorneys where the other indigent contract counsel is unable to appear due to a conflict of interest. This contract is part of a joint proposal which contemplates the cooperative, but separate and independent, provision of indigent legal services and the coverage of conflicts for Mono County between Contractor and Randall Gephart and David D. Hammon;

WHEREAS, the County requires professional services for the purpose of providing legal representation for certain qualified indigent persons before the various courts of said county;

WHEREAS, the County is required as a matter of law to provide legal defense services and juvenile services pursuant to California Penal Code to persons who qualify for such services. The County desires to insure the quality, consistency, and efficiency, and to fix the costs of indigent defense services. The County enters into this contract and the two related contracts to achieve those goals;

WHEREAS, contractor is a duly licensed attorney who represents that he is capable of providing such legal defense services;

WHEREAS, this is a personal services contract in which County relies upon Contractor to provide the services herein described;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the parties hereby agree as follows:

III. SERVICES PROVIDED BY CONTRACTOR.

A. Contractor shall furnish to the County those services set forth in Attachment A, attached hereto and by reference incorporated herein.

B. Contractor shall provide such services in a manner consistent with his obligations as an

attorney at law in the State of California.

C. Contractor shall inform the court when, in the opinion of Contractor, his representation of a criminal defendant would constitute a conflict of interest. Once so informed, the court shall appoint the appropriate other contract attorney to represent that criminal defendant.

D. Contractor agrees to abide by the Rules of Professional Conduct of the State Bar of California. Contractor agrees not to engage in any private representation which would conflict with his ability to represent indigent defendants under this Contract.

E. Contractor shall, at his own expense, comply with all continuing legal education requirements mandated by law, rules of court, and rules of professional responsibility.

F. In performing all services under this Contract, Contractor shall use his best efforts to conform to local judicial requirements and expectations for attorneys practicing in Mono County courts. Among other things, Contractor shall (to the extent practicable) be present in court and ready to proceed with his matters at the date and time they are scheduled to be heard. In that regard, Contractor shall (to the extent practicable) conduct client meetings and otherwise prepare for his client's court appearances in advance of the court sessions at which those appearances are scheduled to occur.

IV. TERM; COMPENSATION TO CONTRACTOR.

A. This Agreement commences on April 1, 2015 and terminates on March 31, 2020; unless sooner terminated as provided herein or unless extended by mutual agreement of the parties.

B. From April 1, 2015, through March 31, 2017, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fourteen thousand three hundred sixteen dollars and ninety-eight cents (\$14,316.98). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

C. From April 1, 2017, through March 31, 2018, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand seventy dollars and fifty cents (\$15,070.50). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

D. From April 1, 2018, through March 31, 2019, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand five hundred twenty two dollars and sixty two cents (\$15,522.62). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

E. From April 1, 2019, through March 31, 2020, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand nine hundred eighty-eight dollars and thirty cents (\$15,988.30). In addition, County shall

compensate Contractor at an hourly rate for any “complex cases” as described in Section (F) of this Article IV below.

F. A “complex case” means a felony case, and also any case involving the civil commitment of sexually-violent predator, requiring more than fifty (50) hours of Contractor’s personal time to handle. When a case becomes complex, Contractor’s time spent on that case (beyond the first 50 hours) shall be compensated at the court’s then-current hourly rate of compensation for appointed counsel in felony cases. All time personally spent by Contractor on a felony case shall be counted in determining whether it has become “complex” and, if so, how much additional compensation is owing. No additional compensation shall be owed for the first 50 hours of time, which are deemed included in the Contractor’s base compensation. Contractor shall invoice County for any additional compensation alleged to be owing with respect to a complex case, which shall include appropriate time records indicating, at a minimum, the name of the case, the dates the legal services were rendered, the general nature of those services, and the Contractor’s time measured in tenths of an hour. County shall pay such an invoice within 30 days of receipt.

G. Contractor shall maintain and provide proof of professional liability insurance with an amount of coverage satisfactory to the County throughout the term of the contract.

H. Except as otherwise provided herein, Contractor shall not be entitled to, nor receive, any other additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this agreement. Specifically, Contractor shall not be entitled, by virtue of this agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

I. The compensation set forth herein does not include compensation for ancillary professional services, including but not limited to, investigators, photographers, accident reconstruction experts, chemists, criminalist, psychologists, psychiatrists, and other expert consultants. These services, which are subject to Court approval, shall be billed to the County and paid separately. Notwithstanding the foregoing, the County may at its own expense retain a private investigator to provide investigative services to Contractor and to other contractors providing indigent defense counsel services. County shall solicit and duly consider Contractor's opinion regarding the qualifications of any such proposed investigator, but the County in its sole discretion shall make the final decision regarding the investigator retained and the terms and conditions of that retention. If and when the County so retains an investigator to provide services to Contractor, then Contractor shall utilize that investigator for Contractor's investigative needs under this contract to the fullest extent possible, provided that the investigator is willing and legally able to provide services to Contractor. In the event that the investigator is ever legally unable to provide services to Contractor on a particular matter (e.g., due to conflict of interest), then Contractor may with Court approval utilize any other investigator for that matter, the cost of which shall be billed to the County and paid separately.

J. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Agreement. Payment of taxes as required by law is the sole

responsibility of Contractor.

K. Contractor shall provide such office space, supplies, equipment, vehicles reference materials, and telephone services as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or to 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. Except as set forth in Section (K) of this Article IV, 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.

L. With respect to travel and lodging requirements out of Mono County in the event of defense services including, but not limited to, cases where the venue is transferred out at Mono County, and, cases where Contractor is required to meet out of County with children and witnesses involved in juvenile cases when mandated by the Welfare and Institutions Code or reasonably appropriate for competent representation, County shall pay per diem travel expenses for vehicle mileage, meals and lodging at a rate not to exceed that which is established for County employees.

V. TERMINATION.

A. Contractor may terminate this Agreement only for good cause shown. Good cause means that the County has breached a material term of this Agreement and has failed to cure or correct that breach after being given at least 30 days written notice of the alleged breach by the Contractor. Under no circumstances shall the nature or quantity of work required of Contractor pursuant to and during the term of this Agreement -- nor the effect of that nature or quantity of work on Contractor's actual or estimated financial costs, profits, or losses incurred in rendering services under this Agreement -- constitute good cause or grounds under any other legal theory for Contractor to terminate this Agreement.

B. County may terminate this Agreement upon good cause shown. Good cause means that Contractor has not or is unable to provide services in the manner required by the relevant professional standard. Good cause may be determined only by the Board of Supervisors of County after a hearing at which Contractor has the opportunity to appear and provide evidence.

VI. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR.

A. This Agreement is made pursuant to Penal Code Section 987.2 (b). 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. 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 the 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:

B. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

C. Contractor shall be responsible to County only for the requirements specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to Contractor's fulfillment of this Agreement.

D. Contractor, its agents, officers, and employees are independent contractors, and at all times during the term of this Agreement, shall conduct themselves as independent contractors, and not as employees of County.

E. Contractor shall provide his own law office space, telephone, secretarial services, and all other services, tools and equipment necessary for him to carry out the terms of this Agreement. County may, from time to time and at its sole option, provide interview rooms in which Contractor can conduct interviews. Contractor will, however, have such reasonable access to the Mono County Law Libraries located in the Mammoth Lakes Superior Court and the County Courthouse in Bridgeport as is necessary for him to carry out the terms of this Agreement, including keys to the Law Libraries provided the Judges of the County's Courts consent to such an arrangement.

F. Contractor shall bear the cost and responsibility for obtaining any mandatory and/or continuing legal education required by statutes, applicable rules of court, or the State Bar of California, in order to perform the services required by this Agreement. Contractor shall use his best efforts to focus such education in areas of the law germane to the services required by this Agreement.

G. Contractor's obligation is to perform in a timely manner the services described in this Agreement. It is understood by the parties that the provision of such services will require a varied work schedule. County shall have no control over the work schedule of Contractor or the manner in which the services are provided by Contractor except as otherwise expressly set forth in this Agreement.

VII. DEFENSE AND INDEMNIFICATION.

A. 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 provision of indigent defense services pursuant to 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, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

B. To the extent permitted by law, County shall defend, indemnify and hold harmless Contractor, its agents, officer, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers or employees.

VIII. MISCELLANEOUS PROVISIONS.

A. If any portion of this Agreement or application thereof to any person or circumstances 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 the 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.

B. This Agreement represents the entire Agreement by and between the parties hereto. The parties agree that no other representations have been made, whether orally or in writing, by either of them as an inducement to enter into this Agreement. There are no oral agreements between the parties.

C. This Agreement may be amended or modified only by a written agreement duly executed by the parties, and each of them.

D. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or 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:

County Administrative Office
P.O. Box 696
Bridgeport, CA 93517
CONTRACTOR:

Gerald F. Mohun, Jr.
Liebersbach, Mohun, Carney & Reed
Sherwin Plaza 111
587 Old Mammoth Road
P.O. Box 3337
Mammoth Lakes, CA 93546

E. 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.

F. Contractor shall keep such reasonable records as are necessary to comply with Penal Code Section 987.8 or other such records and statistics as mutually agreed upon by the parties. Among other things, Contractor shall keep records of actual time spent performing juvenile dependency legal services every month and shall supply such time records to the County no later than 15 days after the end of each month in which juvenile dependency services were performed. Such records shall provide such detail as the Courts may require in order to compensate the County for providing such services to the Courts (under a separate agreement). Also, no later than January 31st of each year, Contractor shall provide a written summary for the prior calendar year of the number and type of cases handled and the number of hours worked on each type

IX. ENTIRE AGREEMENT.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Timothy E. Fesko, Chairman
Board of Supervisors

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO
AND GERALD F. MOHUN, JR., AND LIEBERSBACH, MOHUN, CARNEY & REED

Contractor agrees that he will provide legal services for the following persons before the courts of Mono County when any Mono County Court determines that a person is eligible to have legal counsel appointed to him or her:

Contractor shall assume those cases assigned to contractor by the Mono County Superior Court. Cases include:

- 1 Felony arraignments and preliminary hearings
- 2 Felony trials and motions
- 3 Misdemeanor arraignments, trials and motions
- 4 Felony writs
- 5 W&I 601 and 602 cases on behalf of minors and parents, if necessary
- 6 W&I 300 cases on behalf of parents and siblings, if necessary
7. Mental health cases filed in Superior Court, including, but not limited to:
 - a. Conservatorships, including writs and posts certification hearings and certification review hearings (Welfare and Institutions Code Section 5350 and related sections);
 - b. Demonstrably dangerous commitments, (Welfare and Institutions Code Section 5300);
 - c. Commitments of dangerous mentally retarded persons (Welfare and Institutions Code Section 6500);
 - d. All post adjudication of criminal mental health status cases (Penal Code Section 1026.2, restoration of sanity hearings);
 - e. Welfare and Institutions Code Section 5158 and other mental health proceedings.
8. Misdemeanor appeals to Superior Court; family support cases, including Penal Code 270 and contempt filings. and child support crimes and contempts, and writs of Habeas Corpus.

Contractor shall act as second conflicts counsel for Mr. Hammon and Mr. Gephart. Mr. Gephart shall act as first conflict counsel, and Mr. Hammon shall act as second conflict counsel for contractor.

Life imprisonment without possibility of parole, third strike, and homicide cases shall be assigned to contractor on a rotational basis with the other two contract indigent defense counsel. The rotational order of assignment on such cases shall be: 1. Mr. Gephart; 2. Mr. Hammon; and 3. Mr. Mohun. Once such a case is assigned, the next such case shall be assigned to the next attorney.

The contractors may cooperate to make adjustments to their respective duties to ensure that indigent defender services continue to be provided pursuant to the terms and conditions of the contract.

The scope of work of this Agreement also includes any other types of cases not expressly mentioned above with respect to which the County is legally obligated to provide defense to indigent persons pursuant to Penal Code Section 987.2 (b), unless such case is already expressly included within the scope of work of another attorney on contract with the County to provide indigent defense services during the term of this Agreement.

If any case arises; which is not expressly covered by this agreement or the other two agreements for the provision of indigent services, then the contractors shall determine which contractor shall assume representation for such case.

AGREEMENT BETWEEN THE COUNTY OF MONO
AND DAVID D. HAMMON,
FOR THE PROVISION OF INDIGENT DEFENSE COUNSEL SERVICES

I. PARTIES.

The parties to this Agreement are the COUNTY OF MONO ["County"], a political subdivision of the State of California and DAVID D. HAMMON ["Contractor"], an attorney licensed by the State of California.

II. RECITALS.

WHEREAS the County intends to contract to divide performance of Indigent Defense Counsel Services between three independent contractors pursuant to California Penal Code Section 987.2 (b). The purpose of these contracts is to provide competent and effective legal representation to qualified indigent persons appearing before the various Courts of the County and to fix the expenditures of County funds for the payment of private attorneys where the other indigent contract counsel is unable to appear due to a conflict of interest. This contract is part of a joint proposal which contemplates the cooperative, but separate and independent, provision of indigent legal services and the coverage of conflicts for Mono County between Contractor and Gerald F. Mohun and Randall L. Gephart;

WHEREAS, the County requires professional services for the purpose of providing legal representation for certain qualified indigent persons before the various courts of said county;

WHEREAS, the County is required as a matter of law to provide legal defense services and juvenile services pursuant to California Penal Code to persons who qualify for such services. The County desires to insure the quality, consistency, and efficiency, and to fix the costs of indigent defense services. The County enters into this contract and the two related contracts to achieve those goals;

WHEREAS, contractor is a duly licensed attorney who represents that he is capable of providing such legal defense services;

WHEREAS, this is a personal services contract in which County relies upon Contractor to provide the services herein described;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the parties hereby agree as follows:

III. SERVICES PROVIDED BY CONTRACTOR.

A. Contractor shall furnish to the County those services set forth in Attachment A, attached hereto and by reference incorporated herein.

B. Contractor shall provide such services in a manner consistent with his obligations as an

attorney at law in the State of California.

C. Contractor shall inform the court when, in the opinion of Contractor, his representation of a criminal defendant would constitute a conflict of interest. Once so informed, the court shall appoint the appropriate other contract attorney to represent that criminal defendant.

D. Contractor agrees to abide by the Rules of Professional Conduct of the State Bar of California. Contractor agrees not to engage in any private representation which would conflict with his ability to represent indigent defendants under this Contract.

E. Contractor shall, at his own expense, comply with all continuing legal education requirements mandated by law, rules of court, and rules of professional responsibility.

F. In performing all services under this Contract, Contractor shall use his best efforts to conform to local judicial requirements and expectations for attorneys practicing in Mono County courts. Among other things, Contractor shall (to the extent practicable) be present in court and ready to proceed with his matters at the date and time they are scheduled to be heard. In that regard, Contractor shall (to the extent practicable) conduct client meetings and otherwise prepare for his client's court appearances in advance of the court sessions at which those appearances are scheduled to occur.

IV. TERM; COMPENSATION TO CONTRACTOR.

A. This Agreement commences on April 1, 2015 and terminates on March 31, 2020; unless sooner terminated as provided herein or unless extended by mutual agreement of the parties.

B. From April 1, 2015, through March 31, 2017, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fourteen thousand three hundred sixteen dollars and ninety-eight cents (\$14,316.98). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

C. From April 1, 2017, through March 31, 2018, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand seventy dollars and fifty cents (\$15,070.50). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

D. From April 1, 2018, through March 31, 2019, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand five hundred twenty two dollars and sixty two cents (\$15,522.62). In addition, County shall compensate Contractor at an hourly rate for any "complex cases" as described in Section (F) of this Article IV below.

E. From April 1, 2019, through March 31, 2020, each month while this Agreement is in effect, payable on the last day of the month, Contractor shall receive the sum of fifteen thousand nine hundred eighty-eight dollars and thirty cents (\$15,988.30). In addition, County shall

compensate Contractor at an hourly rate for any “complex cases” as described in Section (F) of this Article IV below.

F. A “complex case” means a felony case, and also any case involving the civil commitment of sexually-violent predator, requiring more than fifty (50) hours of Contractor’s personal time to handle. When a case becomes complex, Contractor’s time spent on that case (beyond the first 50 hours) shall be compensated at the court’s then-current hourly rate of compensation for appointed counsel in felony cases. All time personally spent by Contractor on a felony case shall be counted in determining whether it has become “complex” and, if so, how much additional compensation is owing. No additional compensation shall be owed for the first 50 hours of time, which are deemed included in the Contractor’s base compensation. Contractor shall invoice County for any additional compensation alleged to be owing with respect to a complex case, which shall include appropriate time records indicating, at a minimum, the name of the case, the dates the legal services were rendered, the general nature of those services, and the Contractor’s time measured in tenths of an hour. County shall pay such an invoice within 30 days of receipt.

G. Contractor shall maintain and provide proof of professional liability insurance with an amount of coverage satisfactory to the County throughout the term of the contract.

H. Except as otherwise provided herein, Contractor shall not be entitled to, nor receive, any other additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this agreement. Specifically, Contractor shall not be entitled, by virtue of this agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

I. The compensation set forth herein does not include compensation for ancillary professional services, including but not limited to, investigators, photographers, accident reconstruction experts, chemists, criminalist, psychologists, psychiatrists, and other expert consultants. These services, which are subject to Court approval, shall be billed to the County and paid separately. Notwithstanding the foregoing, the County may at its own expense retain a private investigator to provide investigative services to Contractor and to other contractors providing indigent defense counsel services. County shall solicit and duly consider Contractor's opinion regarding the qualifications of any such proposed investigator, but the County in its sole discretion shall make the final decision regarding the investigator retained and the terms and conditions of that retention. If and when the County so retains an investigator to provide services to Contractor, then Contractor shall utilize that investigator for Contractor's investigative needs under this contract to the fullest extent possible, provided that the investigator is willing and legally able to provide services to Contractor. In the event that the investigator is ever legally unable to provide services to Contractor on a particular matter (e.g., due to conflict of interest), then Contractor may with Court approval utilize any other investigator for that matter, the cost of which shall be billed to the County and paid separately.

J. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Agreement. Payment of taxes as required by law is the sole

responsibility of Contractor.

K. Contractor shall provide such office space, supplies, equipment, vehicles reference materials, and telephone services as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or to 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. Except as set forth in Section (K) of this Article IV, 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.

L. With respect to travel and lodging requirements out of Mono County in the event of defense services including, but not limited to, cases where the venue is transferred out at Mono County, and, cases where Contractor is required to meet out of County with children and witnesses involved in juvenile cases when mandated by the Welfare and Institutions Code or reasonably appropriate for competent representation, County shall pay per diem travel expenses for vehicle mileage, meals and lodging at a rate not to exceed that which is established for County employees.

V. TERMINATION.

A. Contractor may terminate this Agreement only for good cause shown. Good cause means that the County has breached a material term of this Agreement and has failed to cure or correct that breach after being given at least 30 days written notice of the alleged breach by the Contractor. Under no circumstances shall the nature or quantity of work required of Contractor pursuant to and during the term of this Agreement -- nor the effect of that nature or quantity of work on Contractor's actual or estimated financial costs, profits, or losses incurred in rendering services under this Agreement -- constitute good cause or grounds under any other legal theory for Contractor to terminate this Agreement.

B. County may terminate this Agreement upon good cause shown. Good cause means that Contractor has not or is unable to provide services in the manner required by the relevant professional standard. Good cause may be determined only by the Board of Supervisors of County after a hearing at which Contractor has the opportunity to appear and provide evidence.

VI. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR.

A. This Agreement is made pursuant to Penal Code Section 987.2 (b). 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. 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 the 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:

B. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

C. Contractor shall be responsible to County only for the requirements specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to Contractor's fulfillment of this Agreement.

D. Contractor, its agents, officers, and employees are independent contractors, and at all times during the term of this Agreement, shall conduct themselves as independent contractors, and not as employees of County.

E. Contractor shall provide his own law office space, telephone, secretarial services, and all other services, tools and equipment necessary for him to carry out the terms of this Agreement. County may, from time to time and at its sole option, provide interview rooms in which Contractor can conduct interviews. Contractor will, however, have such reasonable access to the Mono County Law Libraries located in the Mammoth Lakes Superior Court and the County Courthouse in Bridgeport as is necessary for him to carry out the terms of this Agreement, including keys to the Law Libraries provided the Judges of the County's Courts consent to such an arrangement.

F. Contractor shall bear the cost and responsibility for obtaining any mandatory and/or continuing legal education required by statutes, applicable rules of court, or the State Bar of California, in order to perform the services required by this Agreement. Contractor shall use his best efforts to focus such education in areas of the law germane to the services required by this Agreement.

G. Contractor's obligation is to perform in a timely manner the services described in this Agreement. It is understood by the parties that the provision of such services will require a varied work schedule. County shall have no control over the work schedule of Contractor or the manner in which the services are provided by Contractor except as otherwise expressly set forth in this Agreement.

VII. DEFENSE AND INDEMNIFICATION.

A. 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 provision of indigent defense services pursuant to 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, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

B. To the extent permitted by law, County shall defend, indemnify and hold harmless Contractor, its agents, officer, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers or employees.

VIII. MISCELLANEOUS PROVISIONS.

A. If any portion of this Agreement or application thereof to any person or circumstances 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 the 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.

B. This Agreement represents the entire Agreement by and between the parties hereto. The parties agree that no other representations have been made, whether orally or in writing, by either of them as an inducement to enter into this Agreement. There are no oral agreements between the parties.

C. This Agreement may be amended or modified only by a written agreement duly executed by the parties, and each of them.

D. Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or 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:

County Administrative Office
P.O. Box 696
Bridgeport, CA 93517

CONTRACTOR:

David D. Hammon
308 W. Line Street, Suite C
Bishop, CA 93515

E. 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.

F. Contractor shall keep such reasonable records as are necessary to comply with Penal Code Section 987.8 or other such records and statistics as mutually agreed upon by the parties. Among other things, Contractor shall keep records of actual time spent performing juvenile dependency legal services every month and shall supply such time records to the County no later than 15 days after the end of each month in which juvenile dependency services were performed. Such records shall provide such detail as the Courts may require in order to compensate the County for providing such services to the Courts (under a separate agreement). Also, no later than January 31st of each year, Contractor shall provide a written summary for the prior calendar year of the number and type of cases handled and the number of hours worked on each type

IX. ENTIRE AGREEMENT.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Timothy E. Fesko, Chairman
Board of Supervisors

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO
AND DAVID D. HAMMON

Contractor agrees that he will provide legal services for the following persons before the courts of Mono County when any Mono County Court determines that a person is eligible to have legal counsel appointed to him or her:

Contractor shall assume those cases assigned to contractor by the Mono County Superior Court. Cases include:

- 1 Felony arraignments and preliminary hearings
- 2 Felony trials and motions
- 3 Misdemeanor arraignments, trials and motions
- 4 Felony writs
- 5 W&I 601 and 602 cases on behalf of minors and parents, if necessary
- 6 W&I 300 cases on behalf of parents and siblings, if necessary
7. Mental health cases filed in Superior Court, including, but not limited to:
 - a. Conservatorships, including writs and posts certification hearings and certification review hearings (Welfare and Institutions Code Section 5350 and related sections);
 - b. Demonstrably dangerous commitments, (Welfare and Institutions Code Section 5300);
 - c. Commitments of dangerous mentally retarded persons (Welfare and Institutions Code Section 6500);
 - d. All post adjudication of criminal mental health status cases (Penal Code Section 1026.2, restoration of sanity hearings);
 - e. Welfare and Institutions Code Section 5158 and other mental health proceedings.
8. Misdemeanor appeals to Superior Court; family support cases, including Penal Code 270 and contempt filings. and child support crimes and contempts, and writs of Habeas Corpus.

Contractor shall act as second conflicts counsel for Mr. Mohun and first conflicts counsel for Mr. Gephart. Mr. Gephart shall act as first conflict counsel, and Mr. Mohun shall act as second conflict counsel for contractor.

Life imprisonment without possibility of parole, third strike, and homicide cases shall be assigned to contractor on a rotational basis with the other two contract indigent defense counsel. The rotational order of assignment on such cases shall be: 1. Mr. Gephart; 2. Mr. Hammon; and 3. Mr. Mohun. Once such a case is assigned, the next such case shall be assigned to the next attorney.

The contractors may cooperate to make adjustments to their respective duties to ensure that indigent defender services continue to be provided pursuant to the terms and conditions of the contract.

The scope of work of this Agreement also includes any other types of cases not expressly mentioned above with respect to which the County is legally obligated to provide defense to indigent persons pursuant to Penal Code Section 987.2 (b), unless such case is already expressly included within the scope of work of another attorney on contract with the County to provide indigent defense services during the term of this Agreement.

If any case arises; which is not expressly covered by this agreement or the other two agreements for the provision of indigent services, then the contractors shall determine which contractor shall assume representation for such case.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Finance

TIME REQUIRED

SUBJECT Mono County Property Assessed
Clean Energy Resolution

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution, Associate Membership Agreement, and an Indemnification Agreement that will authorize the California Enterprise Development Authority (CEDA), through Figtree Financing, to administrator their program to all properties within Mono County's unincorporated areas.

RECOMMENDED ACTION:

Adopt proposed Resolution #R15-_____, approving Associate Membership by the County of Mono in the California Enterprise Development Authority, Associate Membership Agreement, and an Indemnification Agreement. Provide any desired direction to staff.

FISCAL IMPACT:

Adopting this Resolution will have financial impact. Participation in the Figtree Program will require minimal staff time to administer once enrollees participate.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5499 / gfrank@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](#)

- [Resolution](#)
- [Assoc Member Agreement](#)
- [Indemnification Agreement](#)

History

Time	Who	Approval
3/4/2015 12:35 PM	County Administrative Office	Yes
3/12/2015 9:14 AM	County Counsel	Yes
2/11/2015 5:18 PM	Finance	Yes



February 09, 2015

To: Mono County Board of Supervisors

From: Mono County Energy Taskforce

Finance:	Leslie Chapman, Gerald Frank, Megan Mahaffey
County Administrator's Office:	Jim Leddy
Community Development:	Scott Burns, Tom Perry, Wendy Sugimura
Public Works:	Joe Blanchard, Tony Dublino, Vianey White

Re: Mono County Property Assessed Clean Energy Resolution

Actions Requested:

1. Adopt proposed Resolution, Associate Membership Agreement, and an Indemnification Agreement.
2. Provide any desired direction to staff.

Background:

As part of a broader effort to reduce energy use and costs for the residents and businesses of Mono County the Board of Supervisors has implemented a Property Assessed Clean Energy (PACE) program. PACE programs across California allow residential and commercial property owners access to funding for energy efficiency and renewable energy upgrades.

On January 13th, 2015 the Board of Supervisors directed staff to agendize a Resolution, Associate Membership Agreement, and an Indemnification Agreement to add the California Enterprise Development Authority (CEDA), through Figtree Financing as an approved administrator of Mono County's PACE Program.

Discussion:

The Figtree Financing program is a turnkey program that handles all aspects, from administration to marketing of the PACE program. Adopting the proposed Resolution, Associate Membership Agreement, and an Indemnification Agreement will authorize the California Enterprise Development Authority (CEDA), through Figtree Financing, to administrator their program to all properties within the county's unincorporated areas.

Figtree Financing will be able make their program available to the property owners in the unincorporated parts of Mono County within 30-60 days of the acceptance of the proposed resolution and agreements.

The recommended action is for the Board to adopt proposed Resolution, Associate Membership Agreement, and an Indemnification Agreement.

Fiscal Impact of Requested Actions:

1. Participation on the Figtree program will require minimal staff time to administer once enrollees participate.

RESOLUTION NO. _____

RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE COUNTY OF MONO IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE COUNTY IN THE AUTHORITY; AUTHORIZING THE COUNTY OF MONO TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE COUNTY OF MONO; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the County of Mono, California (the "County"), a political subdivision, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the County, upon authorization of the Board of Supervisors, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the County and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the County or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the County and the Authority is attached; and

WHEREAS, the County is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership Agreement.

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the County of Mono (the "County"); and

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the County desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the County's official boundaries of record at the time of adoption of the ROI (the "Boundaries"). A property owner located within a City within the County may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the Program; and

WHEREAS, pursuant to Chapter 29, the County authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the County in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the County; and

WHEREAS, the County will not be responsible for the conduct of any assessment proceedings, the levy of assessments, or any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the

County of Mono, hereby finds, determines and declares as follows:

Section 1. The Board of Supervisors hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the County. The Board of Supervisors further finds that the statements, findings and determinations of the County set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the Clerk of the Board of Supervisors is hereby approved. The President of the Board, the County Executive, the Clerk of the Board and other officers or officials of the County are each hereby authorized and directed, for and on behalf of the County, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. Good Standing. The County is either a municipal corporation or other public body and a member of CEDA in good standing.

Section 5. Public Benefits. On the date hereof, the Board of Supervisors hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the County.

Section 6. Appointment of CEDA. The County hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the “Law”), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The County is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the County hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The County will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The Board of Supervisors hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The Board of Supervisors hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The Board of Supervisors hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 10. Indemnification. The Board of Supervisors acknowledge that Figtree has provided the County with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The Board of Supervisors hereby authorizes the appropriate officials and staff of the County to execute and deliver the Indemnification Agreement to Figtree..

Section 11. County Contact Designation. The appropriate officials and staff of the County are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the Chief Administrative Officer from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: [Gerald Frank, Accountant, 760-932-5499, gfrank@mono.ca.gov].

Section 12. County Execution of Documents. The appropriate officials and staff of the County are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

Section 13. CEQA. The Board of Supervisors hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations,

Section 15378(b)(4).

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption. The County Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 15. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the County.

PASSED AND ADOPTED this _____ day of _____, 2015 by the following vote, to wit:

AYES: Board Members _____

NOES: Board Members _____

ABSENT: Board Members _____

ABSTAIN: Board Members _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to Form:

County Counsel

**CERTIFICATE OF CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

I, _____, Clerk of the Board of Supervisors of the County of Mono, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the Board of Supervisors of the County of Mono duly and regularly held in the County Government Center, _____, on ____ ____, 2015, of which meeting all of the members of said Board had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this ____ day of _____, 2015.

Clerk of the Board of Supervisors
County of Mono

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

COUNTY OF MONO, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this “Associate Membership Agreement”), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the “Authority”) and the COUNTY OF MONO, CALIFORNIA, a political subdivision, duly organized and existing under the laws of the State of California (the “County”);

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a “Member” and collectively, the “Members”), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the “Agreement”), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an “Associate Member”); and

WHEREAS, the County desires to become an Associate Member of the Authority;

WHEREAS, Board of Supervisors of the County has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the County should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the County do hereby agree as follows:

Section 1. Associate Member Status. The County is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the County and the Authority, the County shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The County shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the County shall have any right to become an officer or director of the Authority by virtue of the County being an Associate Member of the Authority.

Section 3. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the County.

Section 4. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the County in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Michelle Stephens, Asst. Secretary

COUNTY OF MONO, CALIFORNIA

By: _____
President
Board of Supervisors

Attest:

Clerk of the Board of Supervisors

INDEMNIFICATION AGREEMENT

BY AND BETWEEN

THE COUNTY OF MONO AND

FIGTREE COMPANY, INC.

This Indemnification Agreement (the “Agreement”) is entered into by and between the County of Mono, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the “Public Entity”) and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the “Administrator”), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the “Authority”).

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the “Figtree PACE Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code (“Chapter 29”) and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

WHEREAS, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

WHEREAS, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Public Entity’s

agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree, on behalf of itself and the CEDA, agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the Public Entity:

County of Mono
PO Box 556
Bridgeport CA 93517

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity’s representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

Public Entity Name

Public Entity Attorney

By _____
Name:
Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Mahesh Shah
Title: CEO

Date: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Public Works

TIME REQUIRED

SUBJECT Hiring Freeze Variance -
Maintenance Worker II-III Vacancy in
Road Area I

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Due to an upcoming retirement in Road Area I (Crowley) there will exist a Maintenance Worker II-III vacancy. Public Works has followed the Mono County protocol to fill the vacancy created. This vacancy is a full-time position in the Crowley area and requires an in-county recruitment first for Public Works Maintenance Worker employees and if no requests to transfer were received then the position would be advertised out-of-county.

RECOMMENDED ACTION:

Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Worker II-III vacancy in Road Area I (Crowley). If no requests are received in-county then advertise out-of-county to fill same vacancy. Provide any desired direction to staff.

FISCAL IMPACT:

The funding source for this position is full-time out of the Road Fund. Maintenance Worker II - The total cost for remainder of fiscal year 14/15 is \$13,931 and a full fiscal year is \$55,726 of which \$36,456 is salary. Maintenance Worker III - The total cost for remainder of fiscal year 14/15 is \$14,393 and a full fiscal year is \$57,574 of which \$38,304 is salary.

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

[Hiring Freeze Variance - Vacancy in Crowley](#)

History

Time	Who	Approval
3/10/2015 12:55 PM	County Administrative Office	Yes
3/11/2015 9:44 AM	County Counsel	Yes
3/12/2015 9:06 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: March 17, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Hiring Freeze Variance – Maintenance Worker II-III Vacancy in Road Area I

Recommended Action:

Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill an existing Maintenance Worker II-III vacancy in Road Area I (Crowley). If no requests are received in-county then advertise out-of-county to fill same vacancy. Provide any desired direction to staff.

Fiscal Impact:

The funding source for this position is full-time out of the Road Fund.

Maintenance Worker II - The total cost for remainder of fiscal year 14/15 is \$13,931 and a full fiscal year is \$55,726 of which \$36,456 is salary.

Maintenance Worker III - The total cost for remainder of fiscal year 14/15 is \$14,393 and a full fiscal year is \$57,574 of which \$38,304 is salary.

Discussion:

Due to an upcoming departure (March 20, 2015) of a Maintenance Worker III there will exist a vacancy for a Maintenance Worker II-III in Road Area I. Public Works (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy.

Road Area I staff are responsible for maintaining over 182 miles of roadways in areas including Swall Meadows, Paradise, Crowley, Sunny Slopes, Hilton Creek, and the access road to the Mammoth Yosemite Airport among others.

During summer months this employee will work with the other staff in Road Area I and maintain over 79 miles of paved and 103 miles of dirt roads. During winter 83 miles of snow removal and 26 miles of spring opening snow removal are under their responsibility.

This position is critical in ensuring day-to-day operations of road maintenance and snow removal operations in Road Area I.

If this position is not filled it will require additional help from other districts (when possible) during winter and summer for snow removal, traffic control, road maintenance and other tasks. One fewer snow removal operator directly results in slower response times and a reduction in level of service to constituents.

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

Respectfully submitted,



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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Hiring Variance--Psychiatric
Specialist I/II

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

These vacancies are due to pending resignation of one of Behavioral Health's Psychiatric Specialist I and the retirement of a Psychiatric Specialist III in December 2014. These positions provide Behavioral Health services to all Mono County residents; including, but not limited to, psychotherapy, case management, rehabilitation aide, and coordination of tele-psychiatry services. One of these positions will oversee the Behavioral Health Wellness Center in the Walker/Coleville area.

Additionally, both of these positions will be providing service in the Mammoth Lakes office, be a member WRAParound and Katie A treatment teams, and will be a member of the Crisis Assessment Team. These positions also provide revenue for the Behavioral Health Department via Medi-Cal and Insurance billing. Should either of these positions not be filled, the Behavioral Health Department will have to limit services to all Mono County residents, have a poorer response time for treatment requests, and potentially have to decrease the numbers of consumers we are able to see for tele-psychiatry.

RECOMMENDED ACTION:

Authorize Behavioral Health Director to recruit to fill two Psychiatric Specialist I/II vacancies.

FISCAL IMPACT:

There is no impact to the County General Fund. Both positions are funded with Mental Health monies and are on our allocation list. Psychiatric Specialist I--The total cost for remainder of fiscal year 14/15 is \$30,633.12. A full fiscal year is \$91,899.36 of which \$51,792.00 is salary, \$11,113.01 is the employer portion of Pers, and \$28,994.35 is the total cost of benefits. . Psychiatric Specialist II - The total cost for remainder of fiscal year 14/15 is \$33,099.22 A full fiscal year is \$99,297.65 of which \$57,168.00 is salary, \$12,266.54 is the employer portion of Pers, and \$29,863.11 is the total cost of benefits.

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

[Staff Report--Hiring Variance Pscyh Specialist I/II](#)

History

Time	Who	Approval
3/10/2015 12:57 PM	County Administrative Office	Yes
3/11/2015 9:41 AM	County Counsel	Yes
3/4/2015 1:02 PM	Finance	Yes



Office Of The . . .

MONO COUNTY MENTAL HEALTH, ALCOHOL AND DRUG PROGRAMS

COUNTY OF MONO

P.O. BOX 2619 • MAMMOTH LAKES, CA 93546 (760) 924-1740 • FAX (760) 924-1741

Date: February 18, 2015

To: Honorable Chair and Members of the Board of Supervisors

From: Robin Roberts, Director Behavioral Health Department

Subject: Hiring Freeze Variance – Psychiatric Specialist I/II

Recommended Action:

Authorize Behavioral Health Director to recruit to fill two Psychiatric Specialist I/II vacancies.

Fiscal Impact:

There is no impact to the County General Fund.

Both positions are funded with Mental Health monies and are on our allocation list.

Psychiatric Specialist I--The total cost for remainder of fiscal year 14/15 is \$30,633.12.
A full fiscal year is \$91,899.36 of which \$51,792.00 is salary, \$11,113.01 is the employer portion of Pers, and \$28,994.35 is the total cost of benefits.

Psychiatric Specialist II - The total cost for remainder of fiscal year 14/15 is \$33,099.22
A full fiscal year is \$99,297.65 of which \$57,168.00 is salary, \$12,266.54 is the employer portion of Pers, and \$29,863.11 is the total cost of benefits.

Discussion:

These vacancies are due to pending resignation of one of Behavioral Health's Psychiatric Specialist I and the retirement of a Psychiatric Specialist III in December 2014. These positions provide Behavioral Health services to all Mono County residents; including, but not limited to, psychotherapy, case management, rehabilitation aide, and coordination of tele-psychiatry services. One of these positions will oversee the Behavioral Health Wellness Center in the Walker/Coleville area. Additionally, both of these positions will be providing service in the Mammoth Lakes office, be a member WRAParound and Katie A treatment teams, and will be a member of the Crisis Assessment Team. These positions also provide revenue for the Behavioral Health Department via Medi-Cal and Insurance billing.

Should either of these positions not be filled, the Behavioral Health Department will have to limit services to all Mono County residents, have a poorer response time for treatment requests, and potentially have to decrease the numbers of consumers we are able to see for tele-psychiatry.

If you have any questions regarding this item, please contact:
Robin Roberts, 760.924.1740



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Social Services

TIME REQUIRED

SUBJECT Hiring Freeze Waiver Request-Social
Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Hiring waiver request for the recruitment of a Program Manager for the Child and Adult Welfare Division within the Department of Social Services.

RECOMMENDED ACTION:

Approve hiring freeze waiver request and authorize the Director of Social Services to begin the recruitment effort for a Program Manager for the Child and Adult Welfare Division within Social Services.

FISCAL IMPACT:

There is no cost to the General Fund; the cost for the position this year and in subsequent fiscal years would be paid for through a combination of child welfare realignment funds and previously untapped allocations (Federal Case Record Review and In-Home Supportive Services Quality Assurance Allocations). The cost, paid from these sources, for the remainder of FY 2014/15 is approximately \$35,982 of which \$22,794 is salary. (This position is budgeted at Range 82 Step E to allow a 5% difference in salary between the proposed Program Manager position and the current Supervisor II position.) The full year cost is approximately \$143,929 of which \$91,176 represents salary. The FY 2014-15 cost is included in the BOS-approved DSS Mid-Year budget.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:
Kathy Peterson, DSS

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [staff report](#)
- [Mono Report](#)
- [Approval letter from Merit Systems](#)
- [Proposed Org Chart](#)

History

Time	Who	Approval
3/10/2015 12:56 PM	County Administrative Office	Yes
3/11/2015 9:45 AM	County Counsel	Yes
3/12/2015 9:08 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: March 5, 2015

Re: Hiring freeze waiver request; DSS Program Manager for Child and Adult Welfare Division

Recommended Action:

Approve hiring freeze waiver request and authorize the Director of Social Services to begin the recruitment effort for a Program Manager for the Child and Adult Welfare Division within Social Services.

Fiscal Impact:

There is no cost to the General Fund; the cost for the position this year and in subsequent fiscal years would be paid for through a combination of child welfare realignment funds and previously untapped allocations (Federal Case Record Review and In-Home Supportive Services Quality Assurance Allocations). The cost, paid from these sources, for the remainder of FY 2014/15 is approximately \$35,982 of which \$22,794 is salary. (This position is budgeted at Range 82 Step E to allow a 5% difference in salary between the proposed Program Manager position and the current Supervisor II position.) The full year cost is approximately \$143,929 of which \$91,176 represents salary. The FY 2014-15 cost is included in the BOS-approved DSS Mid-Year budget.

Discussion:

A Program Manager is needed to oversee the CWS/APS/IHSS Division within Social Services which includes four distinct programs: Child Welfare Services (including Child Protective Services), Adult Protective Services, In-Home Supportive Services, and Probate Conservatorship casework. Every California County is statutorily required to operate these programs. Two of these programs involve regular, extensive Superior Court-related activity. Three of these programs (CPS/APS/Conservatorships) carry the highest

In years past, this Division had a Program Manager position, however due to failed recruitments the position was backfilled with the Supervisor II position in 2012, and the Program Manager position was removed from the county staff allocation list. As a result, the programmatic elements of the Division cannot be well attended to due to workload issues (raising concerns regarding liability and risk relating to social work activities), and places an additional layer of stress on top of already stressful front line positions. This scenario calls for the reinstatement of a program level administrator (a Program Manager) to attend to the risk, fiscal administration, program development, policy review, and leadership of the very specific programs within the Division.

Please refer to the attached **Mono County Report**, prepared by Susan Brooks MSW, Director of the Northern California Research and Training Academy, which includes a detailed examination of the roles and responsibilities generally assigned to managers and supervisors in child welfare, and the resulting gaps when a Program Manager position is lacking. Also attached is a **Memo from Merit System Services** approving the Program Manager position, and a **proposed organizational chart** indicating the placement of the position within the Department of Social Services.

A new Program Manager position was included in the recently approved 2014-2015 staff allocation list as part of the Mid-Year budget, and the DSS Mid-Year budget reflects the costs associated with this position.

January 8, 2015

Mono County Report

A small county Social Services and/or Health and Human Services Department typically employs a director tasked with oversight of multiple programs and divisions, one of which is child welfare. This necessitates a program level administrator (the program manager; or PM) to attend to the risk, fiscal administration, program development, policy review, and leadership of the very specific child welfare program. In most small counties in California the program manager provides oversight to other programs as well including Adult Protective Services, In-Home Supportive Services (IHHS), and Conservatorships. These programs are complex, with many regulations, policies, and a high level of liability. This further necessitates the PM series to manage at the first and second level between the front line supervisor and high level director.

Without a program manager, agencies must rely on the resources of a front line supervisor to attend to the programmatic elements. Often the programmatic elements cannot be well attended to due to workload issues (leaving much room for liability and risk relating to social work activities). The program manager's active role in direct supervision should be limited because it is too easy to lose sight of trends and they can get caught up in the details of case decisions. Establishing a checks and balances system to examine and track policies and outcomes for families, and challenges for social workers is critical to a strong child welfare system. Because of these needs in CWS, the PM is critical to strong leadership, management, and growth of CWS programs in small counties.

Small counties depending on one supervisor without the leadership of a program manager often struggle for backup and support when the supervisor is unavailable due to illness, vacation, and vacant positions. This can result in additional work for line social workers, disruption in the organizational culture, and lack of knowledgeable and consistent casework consultation, resulting in errors and increased liability for the agency.

An examination of the roles and responsibilities generally assigned to managers and supervisors in child welfare are listed below. These areas have been identified by the National Workforce Development Initiative.

Supervisor Roles:

Administrative

- Monitors practice
- Tracks and implements policy and legislative changes
- Helps apply concepts
- Evaluates work
- Holds employees accountable

Supportive

- Allows workforce to manage stress
- Shows empathy and is genuine

Educational

- Support learning process
- Link between training/practice
- Assures quality services
- Ensures policies/practices are implemented
- Meets with staff regularly, and consults on cases and case decisions

Program Manager's Roles:**Leading Change**

- Sees the big picture and understands its impact on the day-to-day work of child welfare staff, anticipating the impact of contextual factors, economic trends, and political changes.
- Brings about strategic change, both within and outside the organization, to meet organizational goals.
- Establishes an organizational vision and implementing it in a continuously changing environment.

Leading in Context

- Helps others to see that child maltreatment is a community concern and that the child welfare agency can't address it alone.
- Engages community, youth, and families.
- Builds collaboration internally and with other agencies to achieve common goals.

Leading People

- Values staff
- Recognizes that good working relationships, competent people, and a supportive organizational climate are essential to achieving positive outcomes for children and families.

Leading for Results

- Focuses on accountability and the need to track outcomes.
- Establishes effective internal management systems.
- Ensures the culture values data analysis to help make decisions and demonstrate the achievement of outcomes.
- Makes decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks

California has additional processes and structure that is benefited by the leadership and representation of a program manager. Some of these include:

- Representing the county in the larger CWDA body and providing feedback to statewide policies and proposed legislation
- Managing the county self-assessment process, required reports and the Child and Family Services Review System Improvement Plan (SIP)
- Ability to manage departmental resources and build partnerships that increase the resource base

Child Welfare is a complex system, working with complex social issues and families with a high level of risk and liability for children and for the agency. Creating a system with strong checks and balances, to work with the variety of partners including California Department of Social Services, community partners and county departments, to address issues of recruitment, retention and staff development, monitor policies and legislative changes, provide strong case consultation and direction to social work practitioners requires a strong and diverse leadership team. Most, if not all California counties have developed a structure that includes supervisor(s), program manager(s) and an agency director to ensure compliance, address issues of continuous quality improvement, and support strong clinical decision in a complex system of care.

Prepared by:

Susan Brooks, MSW, Director
Northern California Research and Training Academy
University of California, Davis Extension
530-754-5846 sbrooks@ucdavis.edu

February 25, 2015

Kathy Peterson, Director
Mono County Department of Social Services
PO Box 2969
Mammoth Lakes, CA 93546

Dear Ms. Peterson:

This letter is in response to your department's request to add one new Program Manager position for your division that includes Child Welfare, Adult Protective Services, In-Home Supportive Services and Probate Conservatorships within the Mono County Department of Social Services. The position will report to the Director of Social Services.

The proposed duties and responsibilities of this position are as follows:

- Manage the daily work activities of CPS, APS, IHSS and Conservatorship programs through subordinate supervisors; manage the daily work activities of a program or multiple programs, directly or through subordinate supervisors, by establishing performance levels, communicating goals and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness; oversee personnel actions, staffing, discipline, performance and compliance for the division – 50%
- Interpret laws and regulations; assess the need for changes to policies and programs; develop or revise policies and procedures to improve operational efficiency and effectiveness; participate in strategic planning activities; serve as an internal technical expert regarding program matters – 30%

241 Lathrop Way
Sacramento, CA
95815
916.263.3614
916.648.1211 fax
www.mss.ca.gov

- Serve as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County managers or administrators, State departments, Board of Supervisors members, advisory boards, and advocacy groups – 10%
- Work collaboratively with other agencies, community groups and contractors to coordinate shared services; respond to complaints from the public; assist in the development of the budget for assigned programs and perform other duties as assigned – 10%

Based on the duties and responsibilities that have been identified, the appropriate classification for this position would be the Merit System classification of a Program Manager.

Once your department has approval from the Board of Supervisors to add this position, please provide MSS with the Board minutes. Once received, MSS will conduct a recruitment to fill this vacancy, at the county's request.

Please let me know if you have any questions.

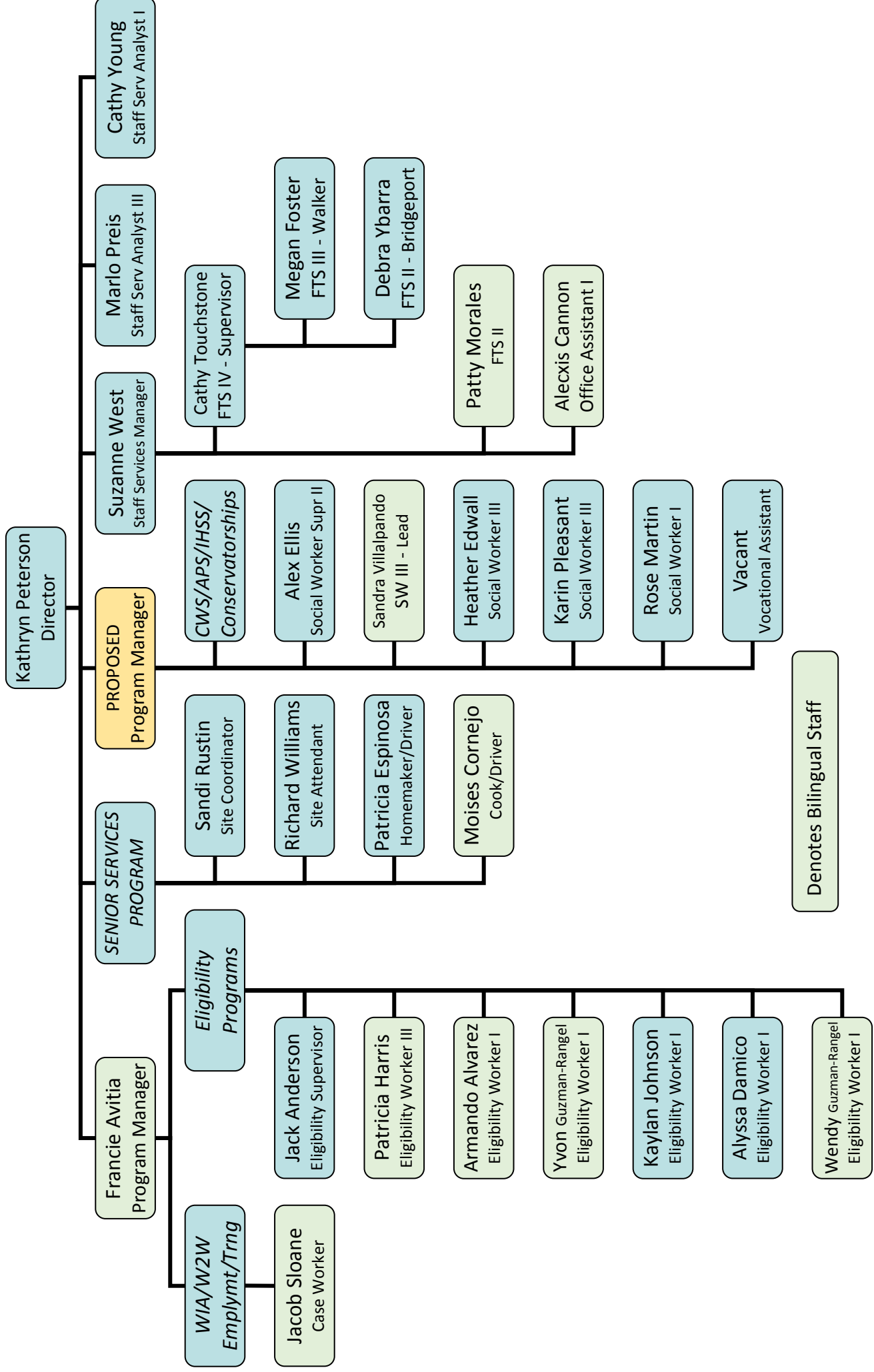
Sincerely,



Tameka Usher
MSS Program Manager

Cc: Mono County Department of Human Resources
Karen Rodriguez, MSS Consultant

Mono County Social Services





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jim Leddy and Scott Burns

SUBJECT Review of Local Emergencies and Interpretation of General Plan Provisions re RV Placement During Construction

AGENDA DESCRIPTION:

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

(1) Review state of local emergencies, which were proclaimed by the Sheriff as Director Emergency Services on February 6, 2015, and ratified by the Board on February 10, 2015 and the second local emergency proclaimed by the Mono County Health Officer on February 11, 2015 and ratified by the Board on February 17, 2015. (2) Resolution Interpreting and Providing Guidance to Staff in Implementing Section 04.040 of the Mono County General Plan Related to the Placement of Recreational Vehicles During Construction Related to the Round Fire. (3) Receive update from staff regarding other Round Fire-related activities and efforts.

RECOMMENDED ACTION:

(1) Continue or terminate the state of local emergencies. (2) Consider and potentially adopt proposed Resolution. (3) Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact for this action.

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

- [1st Emergency](#)
- [2nd Emergency](#)
- [Staff Report \(Resolution\)](#)
- [Proposed Resolution](#)

History

Time	Who	Approval
3/10/2015 12:55 PM	County Administrative Office	Yes
3/11/2015 2:16 PM	County Counsel	Yes
3/12/2015 9:09 AM	Finance	Yes



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RESOLUTION NO. R15- 08

**BOARD OF SUPERVISORS, COUNTY OF MONO
RATIFYING A PROCLAMATION OF LOCAL EMERGENCY
AND CONTINUED STATE OF LOCAL EMERGENCY**

WHEREAS, the Director of Emergency Services, Sheriff Ingrid Braun, proclaimed a state of local emergency in the County of Mono on February 6, 2015, a copy of which is attached hereto as an exhibit and incorporated herein by reference; and

WHEREAS, the Board thereafter duly reviewed the need for the local emergency in accordance with legal requirements; and

WHEREAS, the situation resulting from said conditions of extreme peril is still beyond the control of the normal protective services, personnel, equipment, and facilities of and within said County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby ratify the aforementioned proclamation of local emergency and continued state of local emergency in said County.


PASSED, APPROVED and ADOPTED this 10th day of February, 2015, by the following vote, to wit:

AYES	Supervisors Alpers, Corless, Fesko, Johnston, Stump.
NOES	None.
ABSENT	None.
ABSTAIN	None.


TIMOTHY E. FESKO, Chair
Mono County Board of Supervisors

ATTEST:

COUNTY CLERK, ASSISTANT

APPROVED AS TO FORM:

COUNTY COUNSEL

**COUNTY OF MONO
EMERGENCY PROCLAMATION**

WHEREAS, Code No. 2.60.070 of the County of Mono empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when Mono County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Mono does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Mono County, caused by drought, wind, fire and winter storm; which began on the 6th day of February, 2015, and;

WHEREAS, the Board of Supervisors of the County of Mono is not in session and cannot immediately be called into session, and;

WHEREAS, on January 17, 2014, the Governor of the State of California declared a State of Emergency due to current drought conditions; and on February 6, 2015, a powerful windstorm occurred in California; and these high winds, exacerbated by the drought, wreaked havoc in Mono County, and:

WHEREAS, these conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County, and;

WHEREAS, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.


Portions of communities with Mono County have been evacuated and remain threatened. More than 40 structures, including homes, have been destroyed. Power was lost to much of Mono County during freezing temperatures. Potential needed resources may include extensive logistical and personnel assistance with firefighting; aerial support; evacuation operations; shelters; debris removal; and smoke damage. We are requesting consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance. Additionally, we are requesting funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide.

This list is not necessarily reflective of the total extent of the assistance that may be required. Additional resources may be requested as the disaster progresses and worsens.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Mono County, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mono County shall be those prescribed by state law, by ordinances, and resolutions of Mono County; and that this emergency proclamation shall expire in seven days after issuance unless confirmed and ratified by the governing body of the County of Mono.

Dated: February 6, 2015

By: 

INGRID BRAUN
Sheriff/Coroner and Director of Emergency Services
County of Mono



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RESOLUTION NO. R15- 15

BOARD OF SUPERVISORS, COUNTY OF MONO
RATIFYING A PROCLAMATION OF LOCAL HEALTH EMERGENCY
AND CONTINUED STATE OF LOCAL HEALTH EMERGENCY

WHEREAS, the County Health Officer on February 11, 2015, issued a proclamation of local health emergency, a copy of which is attached hereto as an exhibit and incorporated herein by reference; and


WHEREAS, the Board thereafter duly reviewed the need for declaring the local health emergency in accordance with legal requirements; and

WHEREAS, the conditions giving rise to the proclamation of a local health emergency are still in existence within said County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby ratify the aforementioned declaration of local health emergency and continued state of local health emergency in said County.


PASSED, APPROVED and ADOPTED this 17th day of February, 2015, by the following vote, to wit:

AYES	:Supervisors Alpers, Corless, Fesko, Johnston,
NOES	:None. and Stump.
ABSENT	:None.
ABSTAIN	:None.


TIMOTHY E. FESKO, Chair
Mono County Board of Supervisors

ATTEST:

COUNTY CLERK, ASSISTANT

APPROVED AS TO FORM:

COUNTY COUNSEL



Public Health Mōno-Gram

Richard O. Johnson, M.D., MPH

Public Health Officer

Office: (760) 924-1828

drrickjohn@gmail.com

24/7/365 Emergency Contact Number: (760) 914-0496

www.monohealth.com

Lynda Salcido

Public Health Director

Office: (760) 924-1842

lsalcido@mono.ca.gov



Public Health
Prevent. Promote. Protect.

PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with §101075 confers upon Local Health Officers of the political subdivisions of this state emergency powers necessary to protect public health and safety;

WHEREAS, §101080 of the California Health and Safety Code, states that "the local health officer may declare a local health emergency in the jurisdiction or any area thereof" affected by hazardous waste which is an imminent threat to the public health;

WHEREAS, Health and Safety Code Section 101080 empowers the local health officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and,

WHEREAS, the Health Officer of the county of Mono does hereby find:

1. That conditions of certain hazardous waste in Mono County in the form of debris resulting from a fire occurring on February 6, 2015, and which involved destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

1. That the Board of Supervisors of the County of Mono is not in session and cannot immediately be called into session; and

1. That the aforesaid threat to public health necessitates the proclamation of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in the communities of Paradise and Swall Meadows in this county due to hazardous waste in the form of debris from a recent fire; and,

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the Health and Safety Code, and by any ordinances and resolutions of this county approved by the Board of Supervisors.

Richard O. Johnson, M.D., MPH

Health Officer, Mono County Health Department

Dated: 2/11/15

Mono County Community Development Department

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

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

March 17, 2015

TO: Honorable Chair and Members of the Board of Supervisors
FROM: Scott Burns, Community Development Director
RE: ROUND FIRE RECOVERY RV PLACEMENT INTERPRETATION

RECOMMENDATION

Approve Resolution R15 - ___ Interpreting and Providing Guidance to Staff in Implementing Section 04.040 of the Mono County General Plan Related to the Placement of Recreational Vehicles During Construction Related to the Round Fire.

FISCAL IMPACT

No impact anticipated.

DISCUSSION

This item is a follow-up to last Tuesday's discussion regarding RV placement during Round Fire recovery reconstruction of single family homes. Section 04.040 A.1 of the Mono County General Plan authorizes the temporary placement of recreational vehicles (RVs) on vacant property during construction of a main building, with a Director Review permit, and subdivision 3.b. of Section 04.040 requires that any Director Review permit be conditioned upon, among other things, the property owner obtaining "a building permit for the main building (if applicable) prior to RV placement."

Upon further review with County Counsel, the language of subdivision 3.b. was examined for interpretation options. The subdivision contemplates that there are circumstances where construction is occurring for purposes of issuance of a Director Review permit for RV placement, but a building permit has not been obtained. Staff suggests that it is reasonable and logical to interpret the language of Section 04.040 authorizing the placement of an RV "during construction" as including a situation where a property owner, having suffered loss of a residence due to the Round Fire, is taking steps to clear his or her property, remove hazards, and ensure safe conditions, so that he or she may then rebuild, but has not yet obtained a building permit for the replacement residence.

The attached resolution proposes memorializing this interpretation, specifying certain active steps that must be taken by the applicant, and providing guidance to staff on time frames.

ATTACHMENT

Proposed Resolution



R15-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
INTERPRETING AND PROVIDING GUIDANCE TO STAFF
IN IMPLEMENTING SECTION 04.040 OF
THE MONO COUNTY GENERAL PLAN
RELATED TO THE PLACEMENT OF RECREATIONAL VEHICLES
DURING CONSTRUCTION ASSOCIATED WITH ROUND FIRE RECOVERY**

WHEREAS, in February of 2015, the community of Swall Meadows in Mono County experienced cataclysmic loss of property caused by the Round Fire; and

WHEREAS, as a result of the fire, upwards of forty families and individuals lost their homes. Many of those persons have no permanent alternative place of residence and no means to protect their property as they begin the slow process of clearing their land, addressing hazards and safety issues, and rebuilding; and

WHEREAS, Section 04.040 A.1 of the Mono County General Plan authorizes the temporary placement of recreational vehicles (RVs) on vacant property during construction of a main building, with a Director Review Permit; and

WHEREAS, subdivision 3.b. of Section 04.040 requires that any Director Review Permit be conditioned upon, among other things, the property owner obtaining “a building permit for the main building (if applicable) prior to RV placement”; and

WHEREAS, the language of subdivision 3.b. contemplates that there are circumstances where construction is occurring for purposes of issuance of a Director Review Permit for RV placement, but a building permit has not been obtained. Unfortunately, no explanation is provided as to when such circumstances exist; and

WHEREAS, the Board of Supervisors is the body charged by law with interpreting and implementing the County General Plan; and

WHEREAS, it is reasonable and logical interpret the language of Section 04.040 authorizing the placement of an RV “during construction” as including a situation where a property owner, having suffered loss of a residence due to the Round Fire, is taking steps to clear his or her property, remove hazards, and ensure safe conditions, so that he or she may then rebuild, but has not yet obtained a building permit for the replacement residence;

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

SECTION ONE: The Board of Supervisors finds and declares that where a residence was lost in the Round Fire, and the property owner is taking active steps to clear, repair and make that property safe prior to reconstruction, such activity shall be considered “construction” for the purposes of Section 04.040 A.1 of the Mono County General Plan and a Director Review Permit authorizing placement of an RV on the property may be issued. In such cases, a building permit shall not be “applicable” within the meaning of Section 04.040 A.3, due to the circumstances surrounding the devastating fire and the need to address health and safety concerns prior to reconstruction.

SECTION TWO: The Board further finds and declares that, in accordance with Section 04.040, the placement of the RV shall be temporary (no more than one year, unless renewed), and that action to clear, repair, and make the property safe prior to reconstruction should reasonably be

1 completed within six months. Accordingly, if six months have passed and no building permit has been
2 obtained, the Director Review Permit shall be reviewed and may be revoked if the Director finds that
the property owner has not been making active efforts to rebuild the property.

3 **PASSED, APPROVED and ADOPTED** this 17th day of March, 2015, by the following vote,
4 to wit:

5 **AYES:**
6 **NOES:**
7 **ABSENT:**
8 **ABSTAIN:**

9 _____
Timothy E. Fesko, Chair
Mono County Board of Supervisors

10 ATTEST:

APPROVED AS TO FORM:

11 _____
Clerk of the Board

12 _____
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Finance

TIME REQUIRED 10 minutes (5 minute presentation; 5
minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD** Leslie Chapman

SUBJECT January 2015 Treasury Transaction
Report

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month of January 2015.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month of January 2015.

FISCAL IMPACT:

None.

CONTACT NAME: Joanne K. Werthwein

PHONE/EMAIL: (760) 932-5487 / jwerthwein@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

[January 2015 Treasury Transaction Report](#)

History

Time	Who	Approval
3/11/2015 5:10 PM	County Administrative Office	Yes
3/11/2015 9:43 AM	County Counsel	Yes
3/10/2015 5:25 PM	Finance	Yes



Mono County Transaction Summary by Action All Portfolios

Begin Date: 12/31/2014, End Date: 1/31/2015

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	1/14/2015	865060AB3	1,025,000.00	SUISUN CITY CA REDEV AGY 1 10/1/2016	100.51	1,030,217.25	939.58	0.70	1,031,156.83
Buy	1/23/2015	3133EELA6	1,000,000.00	FFCB 1.79 10/22/2019-15	99.94	999,350.00	49.72	1.80	999,399.72
Buy	1/23/2015	05580ABB9	245,000.00	BMW Bank of North America 1.35 1/23/2018	100.00	245,000.00	0.00	1.35	245,000.00
Buy	1/26/2015	140420RD4	245,000.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020	100.00	245,000.00	48.33	1.80	245,048.33
Buy	1/27/2015	35637RCQ8	245,000.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019	100.00	245,000.00	0.00	1.50	245,000.00
Buy	1/27/2015	596689EC9	245,000.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018	100.00	245,000.00	0.00	1.40	245,000.00
Buy	1/28/2015	20786ABA2	245,000.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019	100.00	245,000.00	0.00	1.55	245,000.00
Buy	1/29/2015	23130SCQ4	245,000.00	CURRIE ST BK CURRIE MN 0.6 7/29/2016	100.00	245,000.00	0.00	0.60	245,000.00
Buy	1/30/2015	3134G5XX8	2,000,000.00	FHLMC 1.55 7/30/2018-15	100.00	2,000,000.00	0.00	1.55	2,000,000.00
Buy	1/30/2015	560160QA6	245,000.00	MAHOPAC NATL BK N Y 1.45 7/30/2019	100.00	245,000.00	0.00	1.45	245,000.00
Buy	1/30/2015	59013JDB2	245,000.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017	100.00	245,000.00	0.00	0.85	245,000.00
Subtotal			5,985,000.00			5,989,567.25	1,037.63		5,990,604.88
Deposit	1/12/2015	OAKVALLEY0670	283.82	Oak Valley Bank Cash	100.00	283.82	0.00	0.00	283.82
Deposit	1/15/2015	LAIF6000Q	16,066.46	Local Agency Investment Fund LGIP- Quarterly	100.00	16,066.46	0.00	0.00	16,066.46
Deposit	1/31/2015	OAKVALLEY0670	1,181.03	Oak Valley Bank Cash	100.00	1,181.03	0.00	0.00	1,181.03
Deposit	1/31/2015	OAKVALLEY0670	20,419,034.89	Oak Valley Bank Cash	100.00	20,419,034.89	0.00	0.00	20,419,034.89
Subtotal			20,436,566.20			20,436,566.20	0.00		20,436,566.20
Total Buy Transactions			26,421,566.20			26,426,133.45	1,037.63		26,427,171.08
Interest/Dividends									
Interest	1/5/2015	69506YBN8	0.00	PACIFIC WESTERN BANK 0.4 6/5/2015		0.00	84.93	0.00	84.93
Interest	1/12/2015	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	283.82	0.00	283.82
Interest	1/15/2015	LAIF6000Q	0.00	Local Agency Investment Fund LGIP- Quarterly		0.00	16,066.46	0.00	16,066.46
Interest	1/15/2015	717081DD2	0.00	Pfizer Inc 0.9 1/15/2017-14		0.00	2,250.00	0.00	2,250.00
Interest	1/15/2015	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	434.96	0.00	434.96
Interest	1/16/2015	94974BFG0	0.00	Wells Fargo 1.5 1/16/2018		0.00	3,750.00	0.00	3,750.00



Mono County Transaction Summary by Action All Portfolios

Begin Date: 12/31/2014, End Date: 1/31/2015

Action	Settlement Date	CUSIP	Face Amount/ Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/21/2015	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015	0.00	0.00	191.10	0.00	191.10
Interest	1/22/2015	3136G1AP4	0.00	FNMA Step 1/22/2018-13	0.00	0.00	7,000.00	0.00	7,000.00
Interest	1/31/2015	OAKVALLEY0670	0.00	Oak Valley Bank Cash	0.00	0.00	1,181.03	0.00	1,181.03
	Subtotal		0.00		0.00	0.00	31,242.30		31,242.30
Total Interest/Dividends			0.00		0.00	0.00	31,242.30		31,242.30
Sell Transactions									
Withdraw	1/5/2015	LAIF6000Q	4,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	4,500,000.00	0.00	0.00	4,500,000.00
Withdraw	1/14/2015	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	1/23/2015	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	2,500,000.00	0.00	0.00	2,500,000.00
Withdraw	1/28/2015	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	1/30/2015	LAIF6000Q	3,500,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	3,500,000.00	0.00	0.00	3,500,000.00
Withdraw	1/31/2015	OAKVALLEY0670	20,933,909.37	Oak Valley Bank Cash	0.00	20,933,909.37	0.00	0.00	20,933,909.37
	Subtotal		34,933,909.37		0.00	34,933,909.37	0.00		34,933,909.37
Total Sell Transactions			34,933,909.37		0.00	34,933,909.37	0.00		34,933,909.37



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Alana Levin

SUBJECT High Sierra Tri Club Proposed Road Closure on Pinecliff Drive

AGENDA DESCRIPTION:

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

Proposed resolution #R15-_____, granting permission and temporary closure of Pinecliff Road in June Lake, CA for the June Lake Triathlon scheduled for July 11, 2015. Alana Levin of the High Sierra Tri Club will present information to the Board about the Triathlon and requested road closure. This item is being sponsored by Supervisor Alpers.

RECOMMENDED ACTION:

Adopt proposed resolution R#15-_____, granting permission and temporary closure of Pinecliff Road in June Lake, CA for the June Lake Triathlon scheduled for June 11, 2015.

FISCAL IMPACT:

None.

CONTACT NAME: Sarah Messerlian

PHONE/EMAIL: (760) 932-5405 / smesserlian@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

- [Cover Memo](#)
- [Detailed Map](#)
- [Draft Resolution](#)

History

Time	Who	Approval
3/10/2015 12:57 PM	County Administrative Office	Yes
3/11/2015 11:08 AM	County Counsel	Yes
3/12/2015 8:56 AM	Finance	Yes



To: Honorable Board of Supervisors

From: Alana Levin, June Lake Triathlon Event Organizer

Date: March 17, 2015

Subject

High Sierra Tri Club requests a temporary road closure on Pinecliff Drive on Saturday, July 11, 2015 from 5:00 am-3:00 pm to ensure participant safety for the 2015 June Lake Triathlon.

Recommendation

Adopt draft resolution to grant the temporary road closure for the proposed day and times.

Discussion

The Mono County Board of Supervisors passed a Resolution to close Pinecliff Rd during the 2014 event. At the event's post-race meeting race staff met with permitting and contract agencies including the Forest Service, Mono County, CalTrans and CHP and it was agreed that the road closure and traffic control operated by CHP improved the event's organization and safety.

Road closure is requested again this year in the same format as last: along Pinecliff between the Pinecliff Resort and the second swim beach between 5:00 am and 3:00 pm. Traffic delay along Pinecliff between Northshore Drive and Pinecliff Resort between 5:00 am-3:00 pm for all Pinecliff Resort guest and patrons. Intermittent traffic control will occur on Pinecliff from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsites with only 10-15 minute delays for motorists. After the Resort, a temporary road closure is requested. There would be an exception given to emergency vehicles and race staff.

Attached:

Photos of the racers on course in the area
Map of the proposed road to be closed

To assist with minimizing traffic, June Lake Triathlon has again paid for and reserved the entire Oh! Ridge Campground for racers and staff to camp. Inyo Recreation, the USFS concessionaire, has received full compensation for each site resulting in no income loss for the Inyo National Forest or for Inyo Recreation.

Pinecliff Resort is still open to the public for camping. We are in contact with the resort who asked that we help promote their availability race weekend. In response, we have promoted them through our website link to Racer Lodging and in Racer Registration in the camping sign up section.

Fiscal Impact

None. Any traffic control expense such as CHP is provided and paid for by the June Lake Triathlon.

The June Lake Triathlon was started in 2007 and now captures close to 600 athletes from not only Southern California, Reno, Tahoe, Las Vegas and the San Francisco Bay Area, but also from all over the United States, including Arizona, New Mexico, Oregon, Texas, New York, Washington. It attracts international athletes each year from Germany, Canada and Mexico.

Currently, the race is capped at 500 participants (plus close to 100 in relay team totals) who each bring on average just over 3 other people with them to the event. With over 200 volunteers and staff, June Lake welcomes over 2,000 people during the June Lake Triathlon. In 2014, 71% of participants were visitors to the Eastern Sierra, staying between one night and two months to generate over 1,500 room nights along the 395 corridor, mainly in June Lake.

For more detailed information on racer demographics and the event, please visit:
<http://highsierratri.org/wp-content/uploads/2012/11/JLTsponsordeck2015web1.pdf> (page 4).

The event has drawn national press as well. This year, USA Triathlon named June Lake Triathlon a Top Destination Race. Triathlete Magazine awarded June Lake Triathlon among the Nations Top Races in 2013 and Triathlete's editor named the event one of her all time favorites in 2011.

To view the all the June Lake Triathlon press, please visit:

<http://highsierratri.org/june-lake-tri-press/>

and page 5 of the Sponsorship Packet:

<http://highsierratri.org/wp-content/uploads/2012/11/JLTsponsordeck2015web1.pdf>

June Lake Triathlon has also served as a foundation for community activity. The High Sierra Triathlon Club has seen significant increase in membership and training camp participation since the race's inception. Triathletes and budding athletes train together regularly and compete locally and outside the area. The race, camps and the High Sierra is attracting a growing number of triathletes and other endurance athletes, clubs and teams from outside the area who want to benefit from training at altitude.

The sport of triathlon is increasing in popularity and particularly in California's Sierra Nevada with the new additions of races such as Ironman Lake Tahoe, Ironman Boulder and Ironman Whistler. USA Triathlon, the National governing body for the sport, has seen steady growth in membership since 1999 with a membership of 19,060, USA Triathlon closed 2011 with 146,657 annual members. Additionally, 326,732 one-day memberships to compete in USA Triathlon sanctioned events were purchased in 2010.





Oh Ridge Campground

Full Road Closure

Intermittent Road Closure

Pine Cliff Resort

Northshore Drive

Pine Cliff Road

Pine Cliff Road

Pine Cliff Road

Northshore Drive

Oh Ridge CG Road

Oh Ridge CG Road

Rabbit Loop

Squirrel Loop

Duck Loop

Bear Loop

Gull Loop

Coyote Loop

Owl Loop

Fish Loop

Deer Loop

Coyote Loop



RESOLUTION NO. R15-___

**A RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS AUTHORIZING THE TEMPORARY
CLOSURE OF A PORTION OF A COUNTY ROAD IN
JUNE LAKE FOR THE ANNUAL JUNE LAKE TRIATHLON
TO BE HELD ON SATURDAY JULY 11, 2015**

WHEREAS, the High Sierra Triathlon Club has requested the temporary closure and use of a portion of Pinecliff Drive in June Lake to facilitate activities associated with the annual June Lake Triathlon to be held Saturday, July 11, 2015; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, for the past several years the June Lake Triathlon, sponsored by the High Sierra Triathlon Club, has resulted in substantial benefits to the residents, businesses and visitors in Mono County.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the community of June Lake may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the High Sierra Triathlon Club consistent with the times and dates listed below:

1. Intermittent traffic control on Pinecliff Drive from the intersection of Northshore Drive to the Pinecliff Resort Store and Campsite on Saturday, July 11, 2015, from 5:00 am to 3:00 pm.
2. Road closure of Pinecliff Drive after the Pinecliff Resort on Saturday, July 11, 2015, from 5:00 am to 3:00 pm.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

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PASSED, APPROVED and ADOPTED this ____ day of _____, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Public Works

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT Airports Update

AGENDA DESCRIPTION:

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

Provide update on airports.

RECOMMENDED ACTION:

Receive staff report regarding Airport Layout Plan (ALP) Updates for Bryant Field and Lee Vining Airports and airport leases.
Provide any desired direction to staff

FISCAL IMPACT:

No general fund impact. The ALP updates are 90% funded by FAA grants with a 10% match from the airport enterprise fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time

Who

Approval

3/11/2015 5:10 PM	County Administrative Office	Yes
3/11/2015 10:30 AM	County Counsel	Yes
3/12/2015 8:52 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: March 17, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Airports Update

Recommended Action:

Receive staff report regarding Airport Layout Plan (ALP) Updates for Bryant Field and Lee Vining Airports and airport leases. Provide any desired direction to staff.

Fiscal Impact:

No general fund impact. The ALP updates are 90% funded by FAA grants with a 10% match from the airport enterprise fund.

Background:

The County is in the process of updating Airport Layout Plans (ALPs) for both Bryant Field and Lee Vining Airports. The purpose of an ALP is to accurately document an airport's physical geometry and serve as a long term plan for potential growth. The presence of a project description on an ALP is not a commitment to construct the project. However, projects must be shown on the current ALP to be eligible for future FAA grant funding.

Staff requests input regarding potential airport expansions that would have significant costs (even when projects are funded by FAA grants a 10% local match is typically required) and could have environmental challenges. Some potential projects in this category include runway extensions, taxiway additions, perimeter fences, and obstruction lights. While it is likely that additional changes will be made during the FAA review process, Board input is requested at this time.

A current draft of the Bryant Field ALP was presented to the Bridgeport RPAC for input on February 19th. Because Mono Basin will provide input on March 11th, prior to the writing of this staff report, a summary of comments will be presented at the Board meeting.

Lee Vining Airport is on a Los Angeles Department of Water and Power (LADWP) lease that is expires in summer of 2015. We are in the process of negotiating a new lease agreement with LADWP but expect the process to take at least a year to complete. Because we need a current lease before we can finalize the ALP with the FAA, the schedule for final ALP adoption has been adjusted out to 2016. There are currently three hangars at Lee Vining Airport that must be vacated or have new sub-leases that meet all FAA and LADWP standards in order for us to complete this process.

An Airport Land Use Commission meeting is scheduled at the end of March to discuss plans to update the Airport Land Use Compatibility Plan (ALUCP) for Mammoth-Yosemite Airport. Community Development staff is exploring grant availability from the Caltrans Division of Aeronautics. Should funding be available, it may be best to pursue a County-wide ALUCP update that addresses all three airports located in Mono County – Mammoth/Yosemite, Lee Vining, and Bryant Field.

Respectfully submitted,



Garrett Higerd, P.E.
Assistant Public Works Director



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Public Works - Road

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

SUBJECT Bodie Road

AGENDA DESCRIPTION:

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

The 2.2 mile unpaved section of Bodie Road from highway 270 to the entrance of the State Park is a very rough road. Mono County Public Works has developed a short term maintenance option that would provide some improvement to the condition of the road prior to the busy summer season.

RECOMMENDED ACTION:

Hear staff report regarding potential road maintenance on the 2.2 mile unpaved section of Bodie Road. Provide any desired direction to staff.

FISCAL IMPACT:

Up to \$28,000 from the Road Fund if the Board authorizes county staff to perform maintenance work described in staff report. There is sufficient appropriation in the 2014-15 Road budget.

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:

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History

Time	Who	Approval
3/10/2015 12:54 PM	County Administrative Office	Yes
3/12/2015 9:00 AM	County Counsel	Yes
3/12/2015 8:53 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: March 17, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Bodie Road

Recommended Action:

Receive staff report regarding a potential maintenance option for the Bodie Road from the easterly end of State Route 270 to the entrance of the Park. Provide any desired direction to staff.

Fiscal Impact:

If the maintenance option listed below is selected approximately \$28,000 in equipment and labor out of the Road Fund. The State Park would be responsible for providing its own equipment and a single operator to assist in the effort.

Discussion:

The unpaved portion of the Bodie Road is approximately 2.2 miles long as it extends from the easterly end of State Route 270 to the entrance of Bodie State Park.

Over the years the unpaved section of the Bodie Road has become very rough for vehicles not properly equipped. Public Works continues to work with many agencies to resolve, at least temporarily, the rough road in time for the upcoming summer season.

As a part of those efforts, both Mono County and California Department of Parks and Recreation have contributed to repair and maintenance of the road. Last year, State Parks provided equipment and an operator who assisted with efforts to smooth the roadbed. State Parks continues to seek funding for work this year from two different budget sources, in the amounts of \$26,000 and \$50,000, respectively.

After an onsite meeting with BLM and State Park staff on Thursday, February 24, 2015, Public Works has drafted a relatively simple method that would offer some relief to improve the road condition. This is very similar to last year's efforts which totaled \$25,000.

1. Work 9am until 4pm to mitigate any potential impacts to sage grouse lekking;
2. Use a grader along this 2.2 mile section of dirt road to gather as much existing material as possible without working beyond the existing disturbed road width;

3. State Parks will use an excavator bucket to pull additional material up from the downhill road bank/shoulder and excavator hammer the existing rocks in the road to reduce their size;
4. With a loader and dump truck haul "extra" material to trouble spots;
5. Spread, wet and compact the material.

This plan will continue to improve the condition of the road, help prevent degradation of the road as well as provide a better travel surface for visitors to the park.

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

Respectfully submitted,



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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Public Health/Emergency Medical Services

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Lynda Salcido, Public Health/EMS Director

SUBJECT Board of Supervisors Ad Hoc
Emergency Medical Services
Committee

AGENDA DESCRIPTION:

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

The Mono County Board of Supervisors recently voted to fund a \$225,326 midyear deficit in the Emergency Medical Services budget. At that time they also expressed a desire to establish an expert committee to study and recommend a high quality, county wide, fiscally sustainable EMS model.

RECOMMENDED ACTION:

The Board of Supervisors is requested to review the proposed charter, membership and scope and establish a Board of Supervisors Ad Hoc Emergency Medical Services Committee.

FISCAL IMPACT:

Costs associated with staff time to support this committee.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1842 / lsalcido@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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[EMS Staff Report](#)

History

Time	Who	Approval
3/10/2015 12:56 PM	County Administrative Office	Yes
3/11/2015 9:44 AM	County Counsel	Yes
3/12/2015 9:05 AM	Finance	Yes

COUNTY of MONO

*DIVISION OF EMERGENCY MEDICAL SERVICES
P.O. BOX 3329
Mammoth Lakes, CA 93546
(760) 924-1832 Fax (760) 924-1831*



March 4, 2015

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Mono County Public Health/EMS Director

SUBJECT: Formation of a Board of Supervisors Ad Hoc Emergency Medical Services Committee

RECOMMENDED ACTION: The Board of Supervisors is requested to review the proposed charter, membership and scope and establish a Board of Supervisors Ad Hoc Emergency Medical Services Committee.

DISCUSSION: The Mono County Board of Supervisors recently voted to fund a \$225,326 midyear deficit in the Emergency Medical Services budget. At that time they also expressed a desire to establish an expert committee to study and recommend a high quality, county wide, fiscally sustainable EMS model.

During the mid-year budget hearings on March 2, 2015, the Mono County Board of Supervisors voted to approve an additional \$225,326 to fill the budget deficit in the Emergency Medical Services Program thus maintain services although beyond the originally budgeted amount. This brings the total general fund contribution to this program to \$1,906,345 for fiscal year 2014/15.

The long history of the program has had numerous ongoing challenges to the financial stability of the program. Given the unsustainable level of general fund impacts and the continuing concerns reading the County's ability to maintain the program's current direction, the Board of Supervisors directed staff to proceed with investigating the establishment of an Ad Hoc Emergency Medical Services Committee charged with studying the current status of EMS service and costs and to recommend a high quality and sustainable model for EMS into the future.

These types of efforts yield the needed quality results when the working group have a degree of independence from political influence or other authority, and such panels usually have no direct authority of their own and are composed of varying viewpoints reflecting a deep understanding of the issues. Their value comes from their ability to use their expertise to issue findings or recommendations which can then be used by those with decision-making power to act.

At this time, staff recommends establishment of a Board Ad Hoc Committee to investigate the current status of the EMS delivery system and to make recommendations to the Board on how to best establish a Mono County EMS delivery system that is of the highest quality, serves the entire county and is cost effective. The Board of Supervisors will discuss and give direction on potential members, scope of the committee and any further guidelines. Staff recommends the following:

- Potential members of this committee:
 - Tim Fesko, Board of Supervisors Chair, Chairperson
 - Lynda Salcido, Public Health/EMS Director, Vice Chair
 - Dr. R. Johnson, County Health Officer
 - Fred Stump, Vice Chair, Board of Supervisors
 - Rob DeForrest, EMS Manager
 - Leslie Chapman, Mono County Director of Finance
 - Frank Frievalt, Mammoth Fire Chief, representing county Fire Chiefs
 - Mono County Paramedic Rescue Association representative
 - Bob Rooks, retired paramedic, former EMS Manager
 - Board of Supervisors recommendations, 1 each
 - n Other contributing members on an as needed basis

It is recommended that as needed in an advisory role the County Counsel's office, the County Administrator's Office or other county departments be utilized during the ad hoc process.

- Term of Committee
 - End date- 6 months from first meeting
- Goals of Committee
 1. Analyze current model and cost
 2. Gather expert input
 3. Develop a series of options that will support a high quality, county wide and fiscally sustainable model for the future of EMS in all of Mono County

The Ad Hoc would review all pertinent issues facing the program and invite in those parties which can provide the needed insight to the need for understanding services and possible options. As this would be a Board created committee, it would be subject to the Brown Act and the meetings would be public.

At the end of the six month period, recommendations will be presented to the Board of Supervisors for their consideration in guiding the future of the EMS program.

FISCAL IMPACT: Costs associated with staff time to support this committee.

If you have any questions concerning this item, please contact Lynda Salcido, 760-924-1842.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

Departments: Finance and Public Works

TIME REQUIRED PUBLIC HEARING 11:30 A.M. - 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Megan Mahaffey and Vianey White

SUBJECT Authorization to Apply for the CDBG Grant

AGENDA DESCRIPTION:

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

Public Hearing - The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a County with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents. Mono County has a history of successful CDBG Applications. Funds awarded have covered a variety of activities including Technical Assistance, Housing and Public Facilities. In previous years CDBG funds have been used for projects including the Lee Vining Community Center, Courthouse rehabilitation, Sierra East Mobile Home Park water purification, and the First Time Homebuyer program. A Public Hearing to allow for citizen participation in this year's CDBG potential project list was held on March 12th as part of the regular Planning Commission meeting.

RECOMMENDED ACTION:

Consider and potentially adopt proposed Resolution #R15-____ "A Resolution of the Mono County Board of Supervisors Authorizing the County Administrative Officer or His Designee to Apply on Behalf of the County for Grant Funds Through the Community Development Block Grant Program and Take Related Actions." Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Vianey White

PHONE/EMAIL: 760-932-5446 / vwhite@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](#)
- [CDBG Prgm App Exhibit 1: 2015 Funding Limits Eligible Activities Chart](#)
- [Resolution](#)

History

Time	Who	Approval
3/10/2015 12:53 PM	County Administrative Office	Yes
3/11/2015 1:45 PM	County Counsel	Yes
3/4/2015 1:05 PM	Finance	Yes



March 17, 2015

To: Mono County Board of Supervisors

From: Megan Mahaffey (Accountant)
Vianey White (Project Manager)

Re: Mono County Community Development Block Grant Application

Actions Requested:

1. Consider and possibly adopt the proposed Resolution R15-____ authorizing the County Administrative Officer or his designee to apply on behalf of the County for grant funds through the Community Development Block Grant Program and take related actions. Provide any desired direction to staff.

Fiscal Impact of Requested Actions:

None at this time.

Background

The Community Development Block Grant (CDBG) is a federal program allocated through the California Department of Housing and Community Development, Department of Housing and Urban Development (HUD). The CDBG program is available to all non-entitlement jurisdictions. A non-entitled jurisdiction is a County with fewer than 200,000 residents or unincorporated areas and cities with fewer than 50,000 residents.

Mono County has a history of successful CDBG Applications. Funds awarded have covered a variety of activities including Technical Assistance, Housing and Public Facilities. In previous years CDBG funds have been used for projects including the June Lake Community Center, Courthouse rehabilitation, Sierra East Mobile Home Park water purification, and the First Time Homebuyer program. A Public Hearing to allow for citizen participation in this year's CDBG potential project list was held on March 12th as part of the regular Planning Commission meeting.

Discussion

The current Notice of Funding Availability (NOFA) applies to CDBG eligible activities funded under the Economic Development Set aside, Community Development sub allocation, Colonia Set Aside, and Native American Set Aside. Typical activities funded under each of these areas predominately benefit low- and moderate income Californians and include:

- Business Assistance (BA) Projects and Programs
- Microenterprise (ME) Assistance Programs
- Housing Rehabilitation (HR) Programs and Projects
- Homeownership Assistance (HA) Programs
- Housing Acquisition Projects
- Public Infrastructure Projects
- Public Facility Projects
- Public Service Programs; and
- Planning and Technical Assistance Grants

Every year, Mono County is eligible to apply for new funding provided that 50% of the previous award has been spent. NOFA for these funds was released on January 5, with applications due April 10, 2015. This year's NOFA is for approximately \$24,983,999. CDBG-funded activities may be carried out to benefit an entire jurisdiction, or just a specific area of the jurisdiction, including a combination of incorporated and unincorporated areas. A Service Area is a specific portion of a jurisdiction that will benefit from an activity. The service area will establish how the proposed Low/Moderate Income (LMI) beneficiaries are determined. Service areas must have at least 51% of its people/households documented LMI. Mono County communities that meet the 51% rule are as follows; Coleville 73.5%, Walker 75%, June Lake 53.39%, McGee Creek 100%, and Benton 100%. A household is considered LMI if the income is 80% or less of the Area Median Income (AMI). For 2014, the AMI for a family of four in Mono County is \$63,900 and family of two is \$46,000.

Staff anticipates submitting an application for the following:

1. Public Facilities – Americans with Disabilities Act improvements; Walker Park restrooms, Gull Lake Park restrooms, and Benton Park restrooms
2. Technical Assistance - low/mod income Housing Needs Assessment

Attachments:

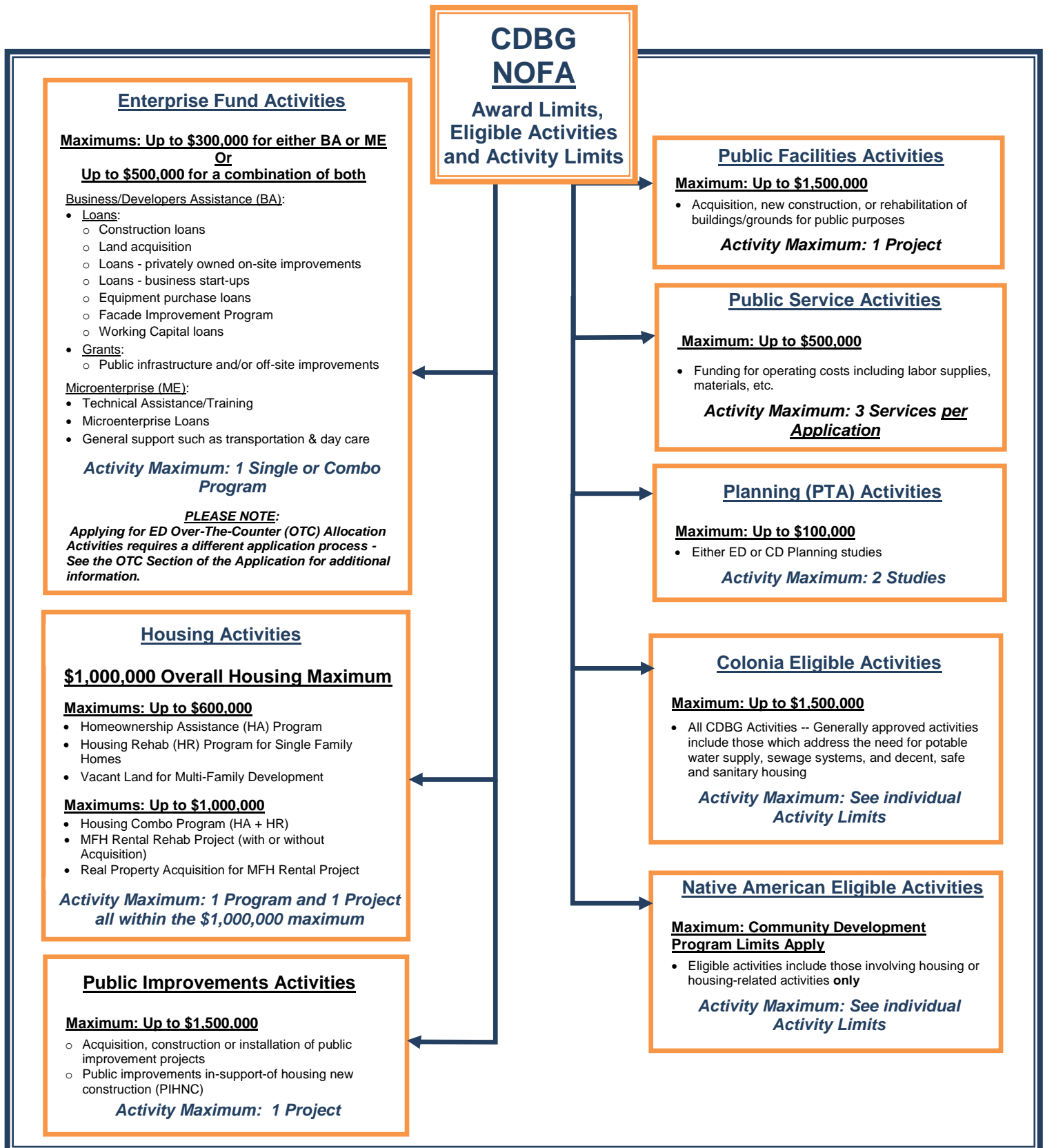
Exhibit 1: Funding Limits and Eligibility Activities Chart

Exhibit 2: Resolution R15-__

2015 CDBG APPLICATION

Funding Limits and Eligible Activities Chart

Application Maximum is \$2,000,000, excluding Colonia and Native American Activities.





R15-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER OR HIS DESIGNEE TO APPLY ON BEHALF OF THE COUNTY FOR GRANT FUNDS THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TAKE RELATED ACTIONS

WHEREAS, the California Department of Housing and Community Development is authorized to allocate Community Development Block Grant (CDBG) funds made available from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Mono County Board of Supervisors has determined that there is a need for CDBG funding within the jurisdictional boundary of Mono County; and

WHEREAS, the Federal Citizen Participation requirements were met during the development of this application;

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

SECTION ONE: In response to the 2015 Notice of Funding Availability, Mono County shall submit an application to the CA Department of Housing and Community Development to participate in the CDBG program for an allocation of funds not to exceed \$250,000 for the following activities and/or programs:

- Public Facilities – \$150,000 for ADA improvements of up to three park restrooms
- Technical Assistance – \$100,000 low/mod income Housing Needs Assessment

SECTION TWO: The County Administrative Officer or his designee is hereby authorized and directed to prepare and execute the CDBG grant application and act on the County’s behalf in all matters pertaining to the application.

SECTION THREE: If the application is approved, The County Administrative Officer is authorized to enter into and sign the resulting grant agreement and any subsequent amendments with the State of California for the purposes of this grant including funds requests and other required reporting forms.

PASSED, APPROVED and ADOPTED this 17th day of March 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval

2/11/2015 1:46 PM	County Administrative Office	Yes
3/11/2015 9:41 AM	County Counsel	Yes
3/4/2015 12:59 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

TIME REQUIRED

SUBJECT Closed Session - Performance
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

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

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
3/10/2015 12:55 PM	County Administrative Office	Yes
3/11/2015 9:45 AM	County Counsel	Yes
3/12/2015 9:09 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference with Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/11/2015 5:10 PM	County Administrative Office	Yes
3/11/2015 9:49 AM	County Counsel	Yes
3/12/2015 8:47 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 17, 2015

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/12/2015 10:08 AM	County Administrative Office	Yes
3/12/2015 9:09 AM	County Counsel	Yes
3/12/2015 9:10 AM	Finance	Yes