AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

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

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

Regular Meeting
February 4, 2014

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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 Regular Meeting held on January 14, 2014.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes from the Regular Meeting held on January 21, 2014.

3. PRESENTATIONS - 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. AIDS Drug Assistance Program Enrollment Site Contract #13-20652

Departments: Mono County Health Department

Proposed contract with the Office of AIDS pertaining to AIDS Drug Assistance Program Enrollment Site Contract Agreement Number 13-20652.

Recommended Action: Approve County entry into proposed contract and authorize the Chairman's signature on the contract documents for the 3-year period of July 1, 2013-June 30, 2016. Additionally, provide authorization for the Public Heatlh Director to sign amendments that may occur during the 3-year contract period.

Fiscal Impact: There is no fiscal impact on the County general fund.

B. Agreement with Wild Iris for Domestic Violence Intervention Services

Departments: Social Services

Proposed contract with Wild Iris pertaining to the provision of domestic violence intervention services.

Recommended Action: Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Payments to Wild Iris for services and work performed under this Agreement are limited to the amount of funds received by the County Clerk and deposited into the Domestic Violence Shelter-Based Special Fund pursuant to Welfare and Institutions Code Section 18305. Accordingly, all requested funds shall come through this Special Fund and there is no cost to the Mono County General Fund.

C. Amendments to UC Davis Training Services Agreements

Departments: Social Services

Amendments to UC Davis Training Agreements for the Dept of Social Services.

Recommended Action: Approve Amendments to UC Davis Training Agreements EW#-2013-21 and CW#-2013-21 and authorize the Director of Social Services to execute said agreements.

Fiscal Impact: The total cost of the Amendments to the Agreements is $4,147.50. Agreement EW#-2013-21 would be increased by $7,110.00. Agreement #CW-2013-21 would be decreased by $2,962.50. The County's General Fund share of cost for these Amendments, $353.00 based on an estimated share of cost of 8.5%, will be covered within the existing budget and does not require an additional contribution. The remaining sum of $3,794.50 is reimbursed by the State through the Social Services Department claiming process.

D. Reappointment of Mono Basin Regional Planning Advisory Committee Members

Departments: CDD

Supervisor Alpers, District 3, requests Board consideration of his recommendation for membership reappointment for the Mono Basin Regional Planning Advisory Committee. Three individuals are seeking reappointment: Lisa Cutting, Tim Hansen and Mark Logan. Their new term(s) will expire 12-31-15. Two individuals have resigned and elected not to seek reappointment and this leaves two vacancies on the Mono Basin RPAC at this time.

Recommended Action: Reappoint Lisa Cutting, Tim Hansen and Mark Logan to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers. These terms will expire 12/31/15.

Fiscal Impact: None.

E. December 2013 Transaction Report

Departments: Finance

Treasury Transactions for the month of December 2013.

Recommended Action: Approve Treasury Transaction Report for the month of December 2013.

Fiscal Impact: None.

F. At-Will Agreement Robin Roberts

Departments: Human Resources

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

Recommended Action: Approve Resolution #R-14_____, approving a contract with Robin Roberts as Behavioral Health Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost of this position for the remainder of FY 2013-2014 (February 1st to June 30th) is approximately $66,623.58 of which $45,790.00 is salary; $9,289.88 is the employer portion of PERS, and $11,543.70 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2014-2015) will be $159,896.59 of which $109,896.00 is annual salary; $22,295.70 is the employer portion of PERS, and $27,704.89 is the cost of the benefits.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. American Lung Association

Correspondence from the American Lung Association of California, received January 21, 2014, regarding the State of Tobacco Control Report which was released on January 22, 2014. To view the report, please visit their website at: www.lung.org/California.

B. Mono County Local Transporation Commission

Correspondence dated January 16, 2014 from the LTC to representatives of Caltrans and Yosemite National Park, asking for assistance in getting Highway 120 reopened due to low snow.

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9. REGULAR AGENDA - MORNING

A. Mono County Comments on Sage-Grouse Listing and BLM/HTNF Plan Amendment

Departments: Community Development

40 minutes (20 minute presentation; 20 minute discussion)

(Scott Burns, Wendy Sugimura, Brent Calloway, Jim Paulus) - Consideration of Mono County comments responding to the US Fish and Wildlife Service (USFWS) proposals to list the Bi-State Distinct Population Segment (DPS) Sage-Grouse as threatened and designate associated critical habitat and to the BLM and HTNF Forest Plan Amendment EIS

Recommended Action: Approve, with any desired modifications, Mono County comments concerning the USFWS proposals to list the sage-grouse as threatened and designate associated critical habitat; and to the proposed Plan Amendment Environmental Impact Statement by the HTNF and BLM concerning sage-grouse conservation.

Fiscal Impact: The US Fish and Wildlife Service proposals designate 82% of private lands in the county as critical habitat. Private lands generate 45%, or $16.2 million, of the County's General Fund budget. The Service and USFS proposals have the potential to impact agricultural operations, the second largest economic industry in the county. The USFWS is required to prepare an economic impact analysis, and conduct a separate public review on its findings.

B. 2013 California Building Codes Adoption

Departments: Community Development, County Counsel

30 minutes (10 minute presentation; 20 minute discussion)

(Tom Perry) - Presentation by Tom Perry regarding 2013 California Building Codes Adoption.

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

Fiscal Impact: None.

C. Mono County Seal and Tourism Logo

Departments: CAO

20 minutes (5 minute presentation; 15 minute discussion)

(Jim Leddy and Stacey Simon) - Proposed ordinance Adding Chapter 1.10 to the Mono County Code Relating to Official County Seal and Tourism Logo and Establishing Regulations for their Use.

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

Fiscal Impact: None.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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.

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. Presentation from County Director and Farm Advisor

Departments: Inyo-Mono UC Cooperative Extension Office

15 minutes (5 minute presentation; 10 minute discussion)

(Dustin Blakey) - Brief presentation from the Inyo-Mono UC Cooperative Extension Office to review the past year and provide an update of research in and current services provided to Mono County residents.

Recommended Action: Receive presentation from Dustin Blakey, County Director and Farm Advisor. No action of Board required.

Fiscal Impact: None.

B. Funding Support for Non-County Agencies and Organizations

Departments: Finance

2 hours (10 min presentation, 110 min. discussion)

(Leslie Chapman and agency representatives) - Consider requests for funding support from non-county agencies and ortganizations

Recommended Action: Designate amount of funding support to be awarded to each agency or organization. Provide desired direction to staff.

Fiscal Impact: There is $40,000 appropriated in the 13/14 budget for this program.

C. Mono County Energy Policy Workshop

Departments: CAO, Finance, Community Development, Public Works

60 minutes (30 minute presentation, 30 minute discussion)

(Jim Leddy, Gerald Frank, Joe Blanchard, Tom Perry, Wendy Sugimura) - Presentation by multiple County staff on various energy initiatives underway or proposed to save residents and the County money by lowering utility bills and the cost of living.

Recommended Action: 1. Review and confirm the energy goals. 2. Direct staff to

agendize a Property Assessed Clean Energy (PACE) Program Workshop, which includes a third party administrator presentation, and direct staff to discuss potential participation with Town of Mammoth Lakes staff. 3. Adopt Resolution #R14-_____, temporarily waiving building permit fees for certain energy efficiency and alternative energy projects from March 1, 2014 to February 28, 2015 as a pilot stimulus program. 4. Confirm a general goal of Zero Net Energy (ZNE) for County facilities and direct staff to develop a program for further review; and, in the shorter term, direct staff to continue building on previous work through projects such as: (a) Whole-Building energy audits to develop projects with high rates of return in order to realize cost savings in existing facilities (b) Continue feasibility analysis of a solar project on the Bridgeport landfill. 5. Adopt Resolution #R14-_____, (Local Climate Initiative Resolution) as requested by the California State Association of Counties.

Fiscal Impact: Staff time to develop these programs and research/apply for grants would be covered by existing operating budgets. There will be an effort to reduce General Fund staff costs by utilizing funding from the Sustainable Communities Planning grant and technical assistance from the Resource Efficiency Plan consultant.

1. The energy goals will result in specific implementation projects, which will have fiscal impacts. These costs will be reviewed with the Board on a project-by-project basis.
2. Once staff has engaged with PACE 3rd party administrator, potential fiscal impacts will be detailed and brought back to the Board prior to any adoption.
3. Fiscal impact of the proposed building permit fee waivers are anticipated at $3,435 in lost revenue based on 2013 permit statistics for the pilot period of March 1, 2014 to February 28, 2015.
4. Fiscal Impact for Zero Net Energy (ZNE) requires more detailed analysis. However, the intended effort would be to ultimately off-set energy usage in County facilities through targeted investments in energy savings and generations projects (i.e. solarization, insulation and other energy reduction strategies). Staff is working with local utilities representatives to verify total energy costs for projects completed to date.

ADJOURN

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on January 14, 2014.

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

- 01-14-14 Draft Mins

History

Time	Who	Approval
1/23/2014 1:25 PM	County Administrative Office	Yes
1/29/2014 11:01 AM	County Counsel	Yes
1/24/2014 6:38 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
January 14, 2014

Flash Drive	#1004
Minute Orders	M14-10 to M14-14
Resolutions	R14-02 to R14-02
Ordinance	Ord14-01 NOT USED

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

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

Pledge of Allegiance led by Supervisor Stump.

Break: 10:34 a.m.
Reconvene: 10:42 a.m.
Lunch/Closed Session: 12:09 p.m
Adjourn: 2:21 p.m.

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

2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

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

Supervisor Alpers:

- Last Tuesday, attended June Lake CAC meeting; updated community on some of board's efforts including Legislative Platform and the Rules and Procedures. Discussed concept with continuing on with Area Plan; thanked staff for their efforts at the CAC meeting, they were very well prepared.
- Every Friday from 10 a.m. to noon, he will be holding office hours at Trout Town Joes in June Lake.
- Wednesday, attended Fish and Wildlife meeting; there were a lot of Alpine and Inyo people in attendance.
- Wednesday night, Mono Basin RPAC – review of MOU, Conway Ranch discussion.
- Friday, YARTS meeting.

Supervisor Fesko:

- 1/8 - attended Mono County Fisheries meeting. Dire situation with current CFS amounts.
- Missed Frog and Toad meeting; attended CSA#5 meeting later that evening.
- Thursday, 1/9, held roundtable in Antelope Valley, over 20 attendees. No actual agenda. Thanked Bob Musil for showing up. Another roundtable tonight in Bridgeport.
- Attended LTC.
- Yesterday, meeting with Deborah Hess of SCE regarding electrical issues brought up by Fisheries Commission, a report will be generated.
- Shout out to Treasurer/Tax Collector's office for new counter, much friendlier.

Supervisor Hunt:

- 1/10 – Mono County Community Corrections Partnership Meeting; use of AB109 funds and how county is dealing with this; presentation coming to the Board.
- Last week, Yosemite Gateway Partners meeting; long trip this time of year. RIM fire review main topic of discussion. Spoke about Tioga Pass and possible early opening.
- Yesterday, YARTS board meeting, attended with Supervisor Alpers.

Supervisor Johnston:

- Agenda Review Committee meeting last Wednesday; commended staff for work being done.
- Yesterday, LTC meeting along with Supervisors Stump and Fesko.
- Would like to consider having a portion of board meetings out in other communities; maybe quarterly? He'd like to get this on the radar to pick some dates.
- Live streaming of board meetings, there are technical issues. Maybe begin with third meeting of the month using Town's resources? Asked staff to look into this.
- Brought up idea of hosting community work days – maybe ½ day to do community projects. Team building approach, three to four times a year.
- Governor's budget released: appears positive this year, hasn't been that way in a long time.
- A snow sports business in Mammoth brought to his attention the potential need to look at Mono County as a disaster area due to drought. We should watch weather and see if that is something to consider.

Supervisor Stump:

- Wednesday, attended Fish and Wildlife meeting.
- Thursday, Planning Commission meeting, approval of Lehman project discussed.
- Attended LTC meeting with Supervisors Johnston and Fesko.
- Meeting with Water District in Wheeler Crest and Fire Chief.
- Commended staff (IT and Public Works) for turnaround in conference rooms (in Bridgeport and Mammoth) for recent meetings.
- Commended Crowley Lake Crew for keeping roads free of rocks.

5. COUNTY ADMINISTRATIVE OFFICE

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

Jim Leddy:

- Mid-year budget review on February 11th; will be a mini hearing and a very full day focused on next fiscal year.
- Three-Department meeting with Clerk of the Board, Finance and CAO's office to see about pooling resources; will do on a regular basis.
- Declaration of disaster – Governor is about to declare the state in this type of disaster with drought. He'll keep an eye on this; see how it would work countywide.
- Attended Fish and Wildlife meeting on 1/8.
- There are existing models on the idea of a Community Service Day for County Employees; he'll bring some ideas forward.
- Video streaming – Nate Greenberg is doing some research as Digital 395 rolls out; funding is always an issue. Working with the Town's system is a possibility. Something will be brought back to the board.
- Individuals involved with the Fireworks at Crowley Lake – asked that they submit for grant application process. The county is already putting in a lot of money in in-kind services.

6. DEPARTMENT/COMMISSION REPORTS

Sheriff Obenberger:

- Assisted the Town Saturday night for several incidences.
- Over past several weeks, the MONET team has done several search warrants creating a multiple arrest situation. Press release to follow.
- Discussion about how much financial assistance is being given to Town and how it is/isn't tracked.

Leslie Chapman:

- Community Grant Program, she has received five applications. Deadline tomorrow; will come to Board in February.
- Events vs. local program based applications. This community based grant is different than past years. As there has been some confusion on where to apply, she can help direct people.

Bob Musil:

- Update on 2014/2015 Assessment Roll.
- Starting to do reviews of properties under Prop 8.
- He's anticipating the roll will be down this year.
- Board asked for short one page summary sheet with all figures he discussed.

Scott Burns:

- Endangered Species Sage Grouse issue: requesting letter to withdraw request for public hearing – board's preference?
- Jim Leddy: gave some additional information. He'd rather build upon the work we're doing through our staff, we can still help facilitate public comment.
- Overall Board agreed to deal with this at a staff level.
- January 30th, public hearing on Frogs and Toads in Sacramento; intent is to send Wendy and a board member (Supervisor Johnston said he could go).
- February 4th, final comments from Board on Sage Grouse; March 11th deadline for Frogs and Toads – targeting March 5th board meeting.

7. CONSENT AGENDA

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

A. Mono County Board of Supervisors Rules of Procedure

Departments: County Administrator

Second review of proposed Mono County Board of Supervisors Rules of Procedure.

Action: Adopt Mono County Board of Supervisors Rules of Procedure, with language modified as per discussion. Direct staff to schedule annual review at first meeting in January of each year for update.
Alpers moved; Fesko seconded
Vote: 5 yes; 0 no
M14-10

Jim Leddy:
- Tried to capture all changes previously consented.
- Outstanding proposed suggestions will be addressed outside of these rules, as separate board items.
- Can get pro-tem election on for next meeting probably.
- There are first amendment rights as far as endorsements during an election.

Supervisor Fesko (pulled item from consent agenda):
- Referring to board report; the wording in item 3 sounds odd. (Marshall, there's a missing "that" but in the revised rules itself its corrected).
- P. 20 of rules: outside agencies getting items on the board. Seems confusing.

Marshall Rudolph:
- There were past practices of people just putting themselves on the agenda; it's the board's agenda.

Lynda Roberts:
- Gave example of Ag Commissioner's items: they are a county entity whereas a citizen or outside agency is not. Clerk always checks with a board member.

Supervisor Alpers:
- Discussion about positions being filled on the board, how this works on the first day of the year.

Supervisor Hunt:
- Doesn't think tightening the process for filling positions is necessary.
- Discussion about roll call voting.

Supervisor Stump:
- Thinks the Chair Pro-Tem position is most important to tighten up.
- Spoke about election process; doesn't think elected officials should endorse other people running for county offices.

Supervisor Johnston:
- Agrees with a rotational succession.
- Rule 8 – p. 2; was to be done by chair but then decided by concession of the board.
- Rule 16 – similar language added with concession of the board.
- Rule 33 – discontinuity of logic between this and Rules 8 and 16; this one says "at the sole discretion".

Stacey Simon:

- Board's current procedure already complies with "roll call" style voting.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. State Board of Equalization Annual Report for FY 12-13

Letter from State BOE dated 1/2/14 enclosing the Annual Report for Fiscal Year 12/13. The actual report, consisting of a booklet, is on file in the clerk's office.

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The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA – MORNING

A. Ordinance Re Board Authority to Waive T.O.T. Penalties

Departments: County Counsel; Finance

(Marshall Rudolph, Leslie Chapman, Rose Glazier) - Proposed ordinance adding Section 3.28.145 to the Mono County Code pertaining to waiver of transient occupancy tax (TOT) penalties in extraordinary circumstances. The ordinance would clarify the Board's discretionary authority to waive any penalty that would otherwise be imposed by County Code on the operator of a hotel, motel, or other transient occupancy facility when the Board finds that, due to extraordinary circumstances, imposition of the penalty would be inequitable or contrary to public policy. "Extraordinary circumstances" would be defined as including but not limited to natural disasters such as fires and floods impacting an operator.

Action: Introduce, read title, and waive further reading of proposed ordinance.
Johnston moved; Hunt seconded
Vote: 2 yes; 3 no: Stump, Fesko, Alpers
Motion Fails

Marshall Rudolph:

- Introduced and gave history and background on the item; creates a basis called "extraordinary circumstances". His goal is to always maximize the board's flexibility.
- This is only talking about penalties; not interest.
- Discussion about declaring emergencies and the system that goes along with that.
- Most revenue streams are state law that can't be changed.

Supervisor Johnston:

- Gave his perspective on this; thinks this would rarely happen but would like to have the option to assist citizens if necessary.
- Wondered if Supervisor Fesko might have a conflict of interest? (Marshall: doesn't see one.)
- TOT is not a significant source of revenue. Government should be used to help in dire

situations because we are able to.
- He supports this.

Supervisor Hunt:
- Likes term "extraordinary circumstances". This doesn't direct board to assist but gives them flexibility to be able to if they need to. He supports the way it's written.
- It would behoove us to support businesses, allowing them to recover faster in situations like this.

Supervisor Alpers:
- He cares about this, but if we use this type of language in our ordinance, we will see folks seeing board as discriminatory if they aren't given a break.
- Feels we already have a mechanism for people; doesn't support this ordinance/language.

Supervisor Stump:
- Although he initially supported the idea of this, he's also aware that this could have negative consequences. Not sure how to mitigate these.
- There is always the potential for misuse. Is there a way to further restrict this to guard ourselves and still accomplish the goal? He'd be willing to discuss in more detail but is not ready to support as-is.
- Asked Assessor about property loss, what applies, etc? Does smoke damage? Loss of value due to loss of business?

Supervisor Fesko:
- Surprised to see this back in front of the board; didn't think there was enough support for it.
- This proposed ordinance only supports a very minimal number of people; this mechanism is not necessary.
- This would encourage other people to go to the board and ask for relief on their property taxes.
- He can't support this; it doesn't create fairness.
- There is a cost to the county; is it government's duty to make sure a business is whole? He doesn't think so.
- Asked Marshall about declaring emergencies.

Bob Musil:
- Smoke damage could be considered but would be based on the cost associated with it.
- Loss of value due to loss of business could trigger a review.

B. Tax Appeal Impound Fund

Departments: Finance

(Leslie Chapman) - Establishment of a tax appeal impound fund and authorization to impound funds associated with pending appeals.

Action: Approve and authorize the Auditor-Controller to establish a tax appeal impound fund and to impound $2,000,000 of secured taxes to offset anticipated tax appeal results covering fiscal years 2010, 2011, 2012 and 2013.
Hunt moved; Alpers seconded
Vote: 5 yes; 0 no
M14-11

Leslie Chapman:
- Thanked Roberta, Bob and Aimee for being here; they all worked on it.

- Has biggest concern about little districts and schools.
- Due to pending appeals, the amount at risk is close to $3.5 million.
- They have chosen $2 million as the amount to impound, asking board for approval on this.
- Most people affected would choose to have money in impound; there are not penalties involved. All entities across county will be affected.
- Letters will be sent to smaller districts explaining the impound.
- December distributions were already held back.
- She's trying to mitigate against all outstanding appeals; she's not sure how districts *can* plan for this.
- Explained what happens if they don't impound now.

Supervisor Fesko

- Are there penalties involved?

Supervisor Stump:

- Regarding outstanding appeals: who are appellants and is that public information? Any anticipated date of resolution for these?
- What kind of outreach will we have with other smaller districts to give them awareness?
- Is it the school board's preference to receive full monetary amount this year knowing that next year could be much worse?

Bob Musil:

- Appellants are Mammoth Mountain Ski Area, Casa Diablo Geothermal Plant, Sierra Nevada Lodge and CRE Landco.
- In anticipation of requested budget cuts, all work on these appeals have been halted. Will have to wait until next budget cycle.
- We have some waivers in place to deal with outstanding appeals.
- Corrections to the roll can be made for up to four years.

Supervisor Fesko:

- A 5% cut in budgets are being asked for at mid-budget?
- By putting appeals on hold, does this cause a problem legally with timing?
- Is it better if money is given this year but withheld next year?

Supervisor Hunt:

- Will request be modified? Is $2 million enough?

Supervisor Johnston:

- Asked for clarification on assessed values in Mono County.

Roberta Reed:

- She usually holds two meetings per year with special districts; there will be one in the next month or so about all of this.

Don Clark, Superintendent ESUSD:

- Not a stranger to financial hardship; asked supervisors for a chance to plan for hardships.
- Could be potentially $400,000 withheld from his $8 million budget; asking for a delay for this fiscal year.

C. Resolution for Recreational Trails Program Grant Application

Departments: Economic Development

(Alicia Vennos) - Proposed resolution to approve the application for grant funds from the State of California Recreational Trails Program in order to update, print, promote and distribute 50,000 Mono County "Motor Touring in the Eastern Sierra" Guides.

Action: Adopt proposed resolution #R14-02, approving the application for grant funds from the State of California Recreational Trails Program in order to update, print, promote and distribute 50,000 Mono County "Motor Touring in the Eastern Sierra" Guides.
Fesko moved; Stump seconded
Vote: 5 yes; 0 no
R14-02

Alicia Vennos:

- Gave brief explanation of item.
- In order to apply for this grant, they need a resolution from the board. If application successful, they would revise the guide somewhat.

D. Baxter's Contract Extension

Departments: Public Works

(Joe Blanchard) - Proposed contract extension with Don Baxter dba Baxter's pertaining to custodial, snow removal, and campground management.

Action: Approve County entry into proposed contract extension and authorize Jim Leddy to execute said contract on behalf of the County.
Hunt moved; Alpers seconded
Vote: 5 yes; 0 no
M14-12

Joe Blanchard:

- Gave explanation of item.
- Need to extend contract or else it will expire.
- Worked with Stacey Simon and Bill VanLente on this item.
- Mr. Baxter has been working for county for many years.

Supervisor Johnston:

- When this comes due again, asked for an open bidding process.

E. Convict Lake Road Rehabilitation Project Agreements

Departments: Public Works

(Garrett Higerd) - This project would rehabilitate 2.75 miles of Convict Lake Road and add bicycle lane improvements.

Action: Approve County entry into proposed Reimbursable Agreement, Statement of Work, and Memorandum of Agreement and authorize the Public Works Director to execute said agreements on behalf of the County.
Stump moved; Hunt seconded
Vote: 5 yes; 0 no
M14-13

Garrett Higerd:

- Gave brief explanation of item.
- This has been previously discussed with all other road projects.

- Action needs to be taken on the project now.
- There is slight risk of timing of reimbursement but agreement needs to be signed now.
- Down payment not due until the end of the calendar year.

Supervisor Fesko:

- Asked Leslie if we have money to spend now and to wait for reimbursement?

Supervisor Johnston:

- This is a great project; there is some but not much risk.

Leslie Chapman:

- We do this type of thing all the time; so far the county has been able to cash flow these projects.

F. 2014 Airport Capital Improvement Plans (ACIPs) for Lee Vining Airport and Bryant Field

Departments: Public Works

(Garrett Higerd) - ACIPs are submitted to and approved by the FAA annually to allow for grant funding for improvements at local airports.

Action: Approve submittal of 2014 ACIPs for Lee Vining Airport and Bryant Field, with necessary changes to exhibits to be made by staff.
Hunt moved; Fesko seconded
Vote: 5 yes; 0 no
M14-14

Garrett Higerd:

- Every year the county submits a plan in January; it's always in flux.
- Status of airport projects: we're in the process of updates.
- Conference call yesterday; he has changes to exhibits that were submitted.
- Allow staff to submit with changes as necessitated by the meeting with FAA.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

11. CLOSED SESSION
There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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 - Public Employee Performance Evaluation: County

Administrator

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

C. 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: one.

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Lynda Roberts:

- At the request of attorney Allen Berrey, she was asked to make a letter addressed to the Board (on behalf of Mr. Youssef Boulaalam and his claim against the county) part of the public record. A copy of said letter will be posted to the web under additional documents.

13. REGULAR AGENDA – AFTERNOON - NONE

ADJOURN 2:21 p.m.

ATTEST:

_____
LARRY JOHNSTON
CHAIR

_____
SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

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 from the Regular Meeting held on January 21, 2014.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Lynda Roberts

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☑ NO

ATTACHMENTS:

Click to download

Draft Minutes

History

Time	Who	Approval
1/27/2014 3:50 PM	County Administrative Office	Yes
1/29/2014 11:01 AM	County Counsel	Yes
1/24/2014 6:39 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 Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

Regular Meeting
January 21, 2014

Flash Drive	Portable Recorder
Minute Orders	M14-15 to M14-16
Resolutions	R14-03 NOT USED
Ordinance	Ord14-01 NOT USED

9:02 AM Meeting Called to Order by Supervisor Johnston, Chair

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

Pledge of Allegiance led by Supervisor Fesko

Break: 11:15 a.m.
Reconvened: 11:25 a.m.
Closed Session: 12:35 p.m.
Reconvened: 2:02 p.m.
Adjourned: 2:05 p.m.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- Rick McCoy, New Age Diesel: His company can provide more cost-effective alternatives for compliance with CARB requirements, specifically the heavy off-road equipment.
  - Supervisor Johnston suggested agendizing this for a future discussion.
  - Jim Leddy, CAO, will facilitate a conversation between Mr. McCoy and Jeff Walters, Public Works.

2. APPROVAL OF MINUTES

A. Board Minutes

Action: Approve minutes of the Regular Meeting held on January 7, 2014, as corrected.
Hunt moved; Alpers seconded
Vote: 5 Yes; 0 No
M14-15

- Supervisor Stump corrected bullet point #2 of his comment under Item 13a, Communications Chapter—General Plan Update: "It was our fault…" should read, "It was not our fault…."

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers

1. Last Friday held office hours in June Lake from 10:00 a.m. to Noon; office hours were well attended. Discussed 1) revitalizing the community, 2) rebuilding, and 3) the rodeo grounds. Alpers wants to work on establishing a theme to make the area more attractive for investment. The community is considering various ideas that include signage, heritage, and creating an all-season resort in the rodeo grounds. He will meet once a week with the community, and will provide on-going reports to the Board.

Supervisor Fesko

1. Held a roundtable in Bridgeport last Wednesday; attendance was up. The Finance Director attended the meeting and dispelled rumors.
2. Attended the paramedics' negotiations on January 15.
3. On January 16, attended a meeting in Bridgeport regarding the Bodie Road; other governmental agencies were also represented.
4. Attended a meeting in Antelope Valley regarding the West Walker River and a research grant through IRWM to look at fisheries.
5. Attended the RPAC meeting in Bridgeport.

Supervisor Hunt

1. Last Thursday, attended a retreat to discus 5-year strategic planning for First 5. Would like to parallel the Board's strategic planning efforts with First 5. Thanked Rick Johnson for hosting the meeting in his home.

Supervisor Johnston

1. Attended the Agenda Review Committee meeting last Wednesday.
2. Attended the Eastern Sierra Oversight Committee meeting with the CAOs of Mono and Inyo Counties.
3. Participated in a webinar on the Governor's Budget. Issues discussed: 1) gains in the state treasury (mainly capital gains); 2) "wall of debt"; 3) realignment funding; 4) housing/ transportation 5-year infrastructure plan; 5) set aside for state facilities; 6) repayment of transportation loans; 7) decrease of 3.1% in excise tax; 8) cap and trade funding; 9) non-funding of Williamson Act, county/state fairs, and PILT; 10) rainy-day fund; and 11) redevelopment funding
4. Gave an update about the biomass study and biomass project. The final document should be ready by month's end.

Supervisor Stump

1. Last Tuesday contacted each special district that will be impacted by the impoundment of funds, and explained the reasoning behind the Board's decision. Districts appreciate the Board's pro-active approach.
2. Water and Fire Districts in Swall Meadows are working with an on-going development issue. Thanked Brett McCurry and the Crowley shop for installing reflective snow poles in Swall Meadows near the Water District's new well.
3. Thanked Leslie Chapman for attending the Eastern Sierra Unified School District board meeting to clarify issues about the impound fund.

5. COUNTY ADMINISTRATIVE OFFICE

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

Jim Leddy, CAO:

1. Attended the Bodie Road meeting that included Caltrans and State Parks representatives.
2. Attended the Regional Oversight meeting with the Inyo County CAO.
3. Last Thursday held the first strategic planning steering committee meeting with members of County management; will meet again this Thursday. Leddy wants to engage all employees in the process.
4. Met with Keith Caldwell, Town Manager of Bishop, to review partnership ideas.
5. Addressed the issue regarding the Town's comments about fireworks funding. Leddy looks forward to a positive working relationship with the Town, and will be meeting with the Town Manager to review services provided by the County to Town residents.

6. DEPARTMENT/COMMISSION REPORTS

- **Nate Reade**, Agricultural Commissioner, gave an update about the drought situation. In addition to the Governor's declaration, the USDA has also declared a drought emergency and Mono County is listed as a primary county. This declaration will allow County producers to obtain low-interest loans; Reade sent a press release to the media. In response to questions, Reade anticipates that water resources projects will be expedited; designations on maps are county by county; he could not answer the question about SBA loans; and ranchers and growers had discussions last year with DWP.
- **Leslie Chapman**, Finance Director: Regarding her attendance at the school board meeting, it was productive and she answered many questions. She clarified that the impound of funds is a one-time action; she also provided clarification about the distribution of property taxes. Chapman is available to attend other meetings of school districts and special districts.
- **Marshall Rudolph**, County Counsel, provided clarification about a new law regarding public reporting of actions taken by boards. A roll call vote is not required; this is only one way the action can be reported. Any method that provides information about how board members vote will comply with the requirement. The Board of Supervisors' minutes are in compliance, and members of the public who attend meetings can tell how the Supervisors voted.

7. CONSENT AGENDA - NONE

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

- **The Board acknowledged receipt of the correspondence.**

A. USDA Forest Service

Letter dated January 7, 2014 from Debra Whitall, Acting Ecosystem Planning Director of the USDA Forest Service, informing the Board of the Forest Service's plan review process.

B. Proclamation Calling Statewide Direct Primary Election

Correspondence from the Office of the Governor, dated January 6, 2014, enclosing a Proclamation calling the Statewide Direct Primary Election on Tuesday, June 3, 2014.

9. REGULAR AGENDA - MORNING

A. Election of Chair Pro Tem to the Board

Departments: Clerk of the Board

(Supervisors) - Pursuant to the Board's Rules of Procedure adopted at the regular meeting of January 14, 2014, call for nominations to elect a Chair Pro Tem of the Board for 2014.

Action: Supervisor Alpers nominated Supervisor Stump to be Chair Pro Tem of the Board for 2014.
Vote: 5 Yes; 0 No
M14-16

- No second to a nomination is required.
- Jim Leddy, CAO: The newly-adopted Board Rules of Procedure created the position of Chair Pro Tem to act in the absence of the Chair and Vice Chair, and to create a line of succession.

B. Tony Vaught report

Departments: Board of Supervisors

(Tony Vaught) - Board appearance by consultant Tony Vaught of Professional Aquaculture Services regarding his draft report pertaining to Conway Ranch aquaculture (entitled "Conway Ranch Aquaculture Site Evaluation and Plan"). Said report contains recommendations to assist the County in understanding and exploring concepts for maximizing the fish-rearing potential of Conway Ranch over time. Note that some of those concepts may or may not ultimately be feasible due to applicable grant restrictions, other land-use restrictions, and evaluation of potential environmental impacts (if any).

Action: None
Marshall Rudolph, County Counsel, provided background information pertaining to the Caltrans grant and repaying some of the funds in order to eliminate restrictions on 75 acres of Conway Ranch—the area currently used for fish rearing and fishing activities. Removing restrictions would potentially allow for more aquaculture activities, including construction of a barn-like hatchery structure. Restrictions associated with other agencies' grants (State Parks and National Fish and Wildlife Foundation) would still apply. Staff is currently working with these two granting agencies to clarify restrictions for purposes of long-range planning. Tony Vaught was hired to review potential aquaculture activities for the site. The report being presented today is a draft, and is not a land-use plan. The report provides a concept for maximizing fish rearing.

Tony Vaught reviewed the PowerPoint presentation contained in the agenda packet:

- Professional experience, education and academic experience, and experience with professional organizations.
- Methodology used to create the report, including research about community and culture.
- Reviewed information pertaining to community and culture, and how recreational fishing fits.
- Identified benefits and product end users (recreation, food, preservation). Aquaculture is the fastest growing component in agriculture. There are opportunities for products grown in Mono County to be incorporated into local culinary events.
- Evaluated impacts, mitigation of negative impacts, and positive impacts.
- Reviewed demand and economic factors.
- Interviews were conducted in the community and with local organizations (Mono Lake

Committee, Eastern Sierra Fishing, US Fish and Wildlife, and California Fish and Wildlife).
- Conducted a site evaluation (Vaught was involved in 1996 with design plans). Reviewed maps providing a site overview and potential facility development.
- Talked about potential for cooperation with outside grant recipients.
- Discussed emerging technologies being used at hatcheries.
- Reviewed alternate aquaculture-related businesses and uses.
- Summarized the important components of the draft report.

Board Comments

- **Supervisor Alpers**: The current trophy trout program has been beneficial in Mono and Inyo Counties. The proposed facilities are sensitive to the viewshed. Future technology may reduce the cost and size of facilities. Aquaculture on Conway Ranch has a great deal of potential for Mono County. Decisions need to be made in the best interest of the most people over the long term. Conway has used surface water and well water has been secondary.
- **Supervisor Stump**: Asked about the aquaponics concept, site plan, and inspection of produce.
    - Vaught reviewed the process, the ability to put a system in a small space, and containment of aquaponic produce to avoid contamination.
- **Supervisor Fesko**: Supports the fisheries industry in the County. The proposed concept helps the County control its destiny.
- **Supervisor Hunt**: Would like a definitive development plan; the proposed concepts may or may not be used. The County will have to deal with land use restrictions and environmental impacts. Potential issues involve 1) noise from generators and trucks, 2) cooperation with the state, 3) demand for limiting facilities on site, and 4) communicating with the public.
    - Vaught: Aquaculture is a fairly low-impact business; state and federal agencies understand the need to work with local agencies.
- **Supervisor Johnston**: Asked about potential pollution issues, the feasibility of having perch in local waters, and next steps.
    - Vaught: The potential for contaminants and road spills needs to be addressed. Regarding perch, these fish are currently in Crowley Lake.
    - Scott Burns, Community Development: Will need to review use permits and the conservation easement; the specific plan needs to be revised to include the new concepts and eliminate a holdover development proposal that is outdated.
    - Rudolph: CEQA will apply to the proposal.
        - Vaught: Information in the prior EIR could be utilized.

Public Comments

- **Tim Hansen**: Expressed concern about availability of water in the Mono Basin. He supports most of the improvements but wells should only be used for emergencies.
- **Bartshay Miller**, Chair of the Mono Basin RPAC: The RPAC will agendize this issue for more discussion. They need time to formulate comments, but thus far members have expressed concern.
- **Duncan King**, Mono Basin RPAC: Mostly supports the concept but expressed concern about the impact on the water table and private water supply for Mono City.
- **Steve Marti**: Expressed concern about water usage. Recharge is currently done via the Walker System (Virginia Lakes diversion).

Vaught addressed water concerns. Proposed wells can be used for emergencies or limited use for fingerlings. Re-circulating systems are expensive but wouldn't use well water. There are also recharge-type systems. Any wells would have to be studied for potential impacts and then permitted.

Rudolph: The conservation easement, which is part of the Caltrans MOU, has some dynamic components so details of the long-term plan can be determined later. Regarding next steps, the conservation easement must be completed before any other concepts can move forward.

C. Update re Conway Ranch Conservation Easement

Departments: County Counsel, Economic Development

(Marshall Rudolph, Dan Lyster, Karen Ferrell-Ingram) - Presentation by County staff and representatives of the Eastern Sierra Land Trust regarding the status of efforts to draft a conservation easement applicable to Conway Ranch, pursuant to the County's MOU with Caltrans.

Action: None

Marshall Rudolph, County Counsel, reviewed the following components:

- Repayment of some grant funds will be made to ease restrictions on 75 acres.
- Restrictions that still apply will be reiterated in the conservation easement and the land trust will monitor the restrictions on Caltrans' behalf.
- Staff has been working with Eastern Sierra Land Trust on this endeavor.
- Other granting agencies are not part of the proposed easement; their grant restrictions will remain in place, including those imposed on the 75 acres in question. Part of the process includes consultation with these other agencies, and staff has been working with them.
- Reviewed issues related to the grants, such as general or vague language that needs clarification. Key components of the different grants have to be distilled in order to determine restrictions and permitted uses.
- There has been some public consternation about elimination of Caltrans' restrictions.
- The conservation easement is being drafted, and various steps of the process are on parallel tracks.
- The public process will be a critical component.

Dan Lyster, Economic Development: Has talked with the two other agencies. State Parks is reviewing the issue, and seems optimistic that the proposal will proceed without problems. National Fish and Wildlife Foundation (NFWF) is also moving forward.

Karen Ferrell-Ingram, Eastern Sierra Land Trust: They have been working for about two years to complete the easement, and have made significant progress to create an easement that will preserve the site and allow for enhanced aquaculture. Input from the other two funders will drive the final easement. Ferrell-Ingram reviewed the Easement Overview contained in the agenda packet. The proposed management plan will be flexible but within limits. Caltrans will review and approve the final conservation easement.

Public Comments

- **None**

Board Comments

- **Supervisor Alpers**: Complimented staff for the work done so far; he is satisfied with the document to this point.
- **Supervisor Hunt**: Appreciates the work done by ESLT and appreciates their expertise. Supports this direction for Conway Ranch.
- **Supervisor Stump**: ESLT has been an excellent guide throughout this process.
- **Supervisor Fesko**: This is one piece of the puzzle; he is glad to see things moving forward. Communication with the public is important.
- **Supervisor Johnston**: Thanked ESLT and County staff. Asked about next steps.
    - Rudolph: The draft easement will be reviewed by his office and Caltrans prior to public circulation. In order to keep the process moving, the document includes a bare bones management plan that can be completed in detail later. State Parks and NFWF also need to provide final input; they are engaged and moving forward internally. Hopefully

this can be released in February and come back to the Board in March. Staff will attend RPAC meetings and the Fisheries Commission meetings to provide updates to the community.

- Ferrell-Ingram: They (staff and ESLT) need information from the other two grantors in order to understand the scope of the easement and restrictions.

D. Mono County Fisheries Commission Organization

Departments: County Administrator

(Jim Leddy) - Follow-up presentation by Jim Leddy regarding future of Mono County Fisheries Commission due to request by Board to review and discuss scope, mission and composition of the Mono County Fisheries Commission.

Action: None

Jim Leddy, CAO: This issue is before the Board to address questions raised by Supervisors about the future of the Fisheries Commission. Leddy reviewed several options:

- Consider adding a member of the Board to the Commission.
- Change how appointments are made, e.g. making appointments so there is representation from all areas within the County.
- Expand the scope to include wildlife issues.
- Use CAO staff members for support (agendas and minutes).

Public Comment

- **Steve Marti**: At one point in time, there was a Fish and Wildlife Commission; the Board could revive this concept. Staffing needs are minimal and focus on agendas, minutes and correspondence. Marti confirmed the need for continual communication between the Board and the Commission. The Commission is important and people serving are dedicated; they don't currently take travel expenses to help minimize costs.
- **Tim Hansen**: While he was on the Board of Supervisors, he attended Fisheries Commission meetings; these people are a dedicated group of volunteers. He agreed that someone from the County should attend the meetings.

Board Comments

- **Supervisor Fesko**: This is a volunteer commission that should not be burdened with too many tasks. Membership shifts over time between North and South County, and interested people will become involved. The Board should be cautious about being too restrictive on appointments.
- **Supervisor Hunt**: Thanked the current commission for their work. He would like to see the scope increased to include wildlife issues, and change the name to Mono County Fish and Wildlife Commission. This would retain flexibility for the Commission to address various issues. Prior to making appointments or reappointments, he would like to have candidates attend a Board meeting to talk publically about their interest in the Commission. Open communication between the Commission and Board of Supervisors needs to be promoted.
- **Supervisor Stump**: Concurred with comments about the need for communication and appearance of candidates before the Board prior to being appointed. Given that this is a volunteer organization, it would be hard to be too rigid on appointments from specific areas. However, he would like to see countywide representation. The prior resolution contains language that allows the Commission to weigh in on wildlife issues. He suggested the Commission take 5-10 minutes at Board meetings to provide updates about issues.
- **Supervisor Johnston**: Agreed with changing the name of the Commission to Fish and Wildlife; having additional input on wildlife issues would be good so the Board can better understand how these issues impact fishing. Johnston would like to have representation from each supervisorial district if possible. Communication is important; the Board has been

disconnected from the process. Having County staff prepare the Commission agenda packet would keep the County more involved.

- **Supervisor Alpers**: The Fisheries Commission should be viewed with the same level of importance as other commissions, such as the Planning Commission. He expressed concern about diluting their mission regarding fisheries by expanding their scope too much. Having information about how species listings will impact fishing is important, but other wildlife issues shouldn't detract from the core mission. Half of the County's economy is based on fishing, and the Commission needs to focus on potential threats to the industry. Alpers suggested that Commissioners attend trade shows in order to gather information about the market. He supports maintaining the status quo and making changes within the current framework, such as improving communication.

The Board discussed the following:

- Pros and cons about expanding the scope of work.
- Whether or not to have a Supervisor be a member of the Commission.
- The need for regular communication.
- Staff support from within the County so there is oversight.
- Having County staff prepare agendas and take minutes.
- How much change is necessary to the current structure; R06-71 allows the Commission to focus on wildlife issues.
- Level of autonomy.
- Importance of Supervisor attendance at meetings, and whether or not to formalize this practice.
- Appointing a Supervisor each January to serve in a liaison capacity.
- Process of making appointments to the Commission.
- Having designated terms so there is a reappointment process.

Chairman Johnston conducted a straw poll to determine consensus on various issues:

- Changing the title to Fish and Wildlife—two Supervisors agreed with this idea.
- Having County staff prepare agendas—four Supervisors agreed.
- Board concurred about having a Supervisor attend meetings; making a liaison appointment each January; and having a diligent appointment process that includes staggered terms and specified terms (i.e. 4-year terms).

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- **No comments**

11. CLOSED SESSION

- **The Board had nothing to report from 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, Bill Van Lente 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 - 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. Mono County.

C. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claims of Mike McGovern.

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- **No comments**

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN: 2:05 p.m.

- Adjourned in memory of Suzanne Stokes, Mono County resident.

ATTEST:

_____
LARRY JOHNSTON
CHAIR

_____
LYNDA ROBERTS
CLERK OF THE BOARD

§§§§§

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Mono County Health Department

TIME REQUIRED

SUBJECT AIDS Drug Assistance Program Enrollment Site Contract #13-20652

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed contract with the Office of AIDS pertaining to AIDS Drug Assistance Program Enrollment Site Contract Agreement Number 13-20652.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Chairman's signature on the contract documents for the 3-year period of July 1, 2013-June 30, 2016. Additionally, provide authorization for the Public Heatlh Director to sign amendments that may occur during the 3-year contract period.

FISCAL IMPACT:

There is no fiscal impact on the County general fund.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearcemono.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:

Sandra Pearce
Lynda Salcido
Pat McGee

MINUTE ORDER REQUESTED:

☑ YES ☐ NO

ATTACHMENTS:

Click to download

- ADAP Enrollment Site Contract Staff Report
- AIDS Drug Assistance Program Enrollment Site Contract

History

Time	Who	Approval
1/7/2014 4:59 PM	County Administrative Office	Yes
1/29/2014 10:45 AM	County Counsel	Yes
1/24/2014 5:40 PM	Finance	Yes

COUNTY of MONO
HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546
Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801

DATE: January 7, 2014

TO: Honorable Board of Supervisors

FROM: Sandra Pearce, ADAP Coordinator

SUBJECT: **AIDS Drug Assistance Program (ADAP)**
Enrollment Site Contract Agreement Number 13-20652
July 1, 2013-June 30, 2016

Recommendation: That the Board of Supervisors approve and authorize the Chair's signature on the following documents for the 3-year contract period of July 1, 2013-June 30, 2016 for the AIDS Drug Assistance Program (ADAP).

- Standard Agreement (STD 213A) Cover page
- Exhibit A, Exhibit A-I, Exhibit D (Exhibit C is incorporated by reference on STD 213)
- CCC-307- Contractor Certification
- Darfur Contracting Act Certification

Additionally, to provide authorization for the Public Health Director to sign contract amendments that may occur during the 3-year contract period.

Discussion: For more than a decade, the Health Department has contracted with the California Department of Public Health, Office of AIDS (OA) for the provision of ADAP services. ADAP helps ensure that people living with HIV and AIDS who are uninsured and under-insured have access to medication. This contract allows the Mono County Health Department to be an ADAP enrollment site.

Fiscal Impact/Budget Projections: This agreement will provide $0 (zero dollars) to the Health Department for being an ADAP enrollment site from July 1, 2013-June 30, 2016.

For questions regarding this item, please call Sandra Pearce at (760) 924-1818 or Pat McGee (760) 932-5587.

Submitted by: Sandra Pearce, ADAP Coordinator

Reviewed by: Lynda Salcido, Public Health Director

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER
	13-20652

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)

Mono County Health Department

2. The term of this Agreement is: July 1, 2013 through June 30, 2016

3. The maximum amount of this Agreement is: $ 0 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-I – Definition of Terms	1 Page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – HIPAA Business Associate Exhibit	11 page

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Mono County Health Department		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 3329, Mammoth Lake, CA 93546		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		X Exempt per: OOA Budget Act 2013
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exhibit A
Scope of Work

1. Service Overview

California Health and Safety Code 131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to HIV and AIDS.

The Contractor agrees to provide CDPH/OA the services described herein.

2. Service Location

The services shall be performed at Mono County Health Department.

3. Project Representative

A. The project representatives during the term of this agreement will be:

California Department of Public Health Celia Banda-Brown, OA ADAP Chief Telephone: (916) 449-5943 Fax: (916) 449-5859 Email: Celia.Banda-Brown@cdph.ca.gov	**Agency Name: County of Mono** Site Contact: Sandra Pearce Telephone: (760) 924-1818 Fax: (760) 924-1831 Email: spearce@mono.ca.gov

B. Direct all inquiries to:

California Department of Public Health OA ADAP Advisor Attention: Irene Wong MS 7700, P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5799 Fax: (916) 449-5859 Email: Irene.wong@cdph.ca.gov	**Agency Name: County of Mono** Attention: Lynda Salcido PO Box 3329 Mammoth Lake, CA 93546 Telephone: (760) 924-1842 Fax: (760) 924-1831 Email: lsalcido@mono.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. Services to be Performed

1) Adhere to the ADAP ”Enrollment Procedures and Guidelines for Determining ADAP Eligibility” and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by the CDPH/OA, and/or the statewide ADAP PBM. The CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

Exhibit A
Scope of Work

2) Designate an ADAP Enrollment Site contact to carry out the requirements of this contract agreement on behalf of the ADAP Enrollment Site and facilitate the following information exchange between CDPH/OA, the ADAP Coordinator, and the ADAP PBM:
    a. Notify the ADAP Coordinator and the ADAP PBM of any ADAP EW job duties or employment status changes that affect their status as an ADAP EW.
    b. Coordinate the activation of new ADAP EW identification (ID) numbers and de-activation of non-active ADAP EW ID numbers.
    c. Ensure ADAP EWs complete accurate ADAP client eligibility documentation for the initial enrollment and subsequent recertification, and adhere to ADAP eligibility guidelines and policies.
    d. Distribute CDPH/OA and/or ADAP PBM information to all ADAP EWs at the site.
    e. Notify the ADAP Coordinator of ADAP Enrollment Site concerns or problems, including any planned site relocation/change of address, upon discovery.
    f. Facilitate CDPH/OA site visit requests.

3) Ensure all ADAP EWs successfully complete training provided by the ADAP PBM prior to enrolling or re-certifying ADAP clients. All ADAP EWs must complete annual refresher trainings provided by the ADAP PBM to receive certification from the ADAP PBM in order to continue conducting ADAP enrollment functions.

4) Assure each ADAP EW at the site signs and submits to CDPH/OA the “Agreement by Employee/Contractor to Comply with Confidentiality Requirements (CDPH 8689)” on an annual basis. Submission of the form will be required at the time of mandatory ADAP EW recertification training. The ADAP EWs recertification process will not be complete until the completed form is received by CDPH/OA.

5) Ensure all ADAP EWs must be identified and have individual ADAP ID numbers issued by the ADAP PBM. This number may only be used by the EW to whom it was assigned. Enrollment of ADAP clients must be linked to individual ADAP EW ID numbers (i.e. to the specific enrollment worker performing the services at the specific Enrollment Site). EWs conducting ADAP enrollments/re-certifications at multiple ADAP Enrollment Sites must have an ADAP EW ID number unique to each CDPH/OA-approved ADAP Enrollment Site.

6) Report any changes in ADAP EW status (e.g. termination, relocation, separation, etc.) to the ADAP Coordinator and the ADAP PBM within 24 hours. Such reporting is required to assure termination of ADAP EW privileges, including access to ADAP client information, and to protect the confidentiality of the ADAP PBM database.

7) Ensure if an ADAP Enrollment Site chooses to enroll clients electronically through the ADAP PBM secure website, only desktop computers can be used. For purposes of security and to protect the confidentiality of ADAP client information, the use of laptop computers is prohibited for ADAP client enrollment purposes.

8) Notify the ADAP Coordinator, the ADAP PBM, and CDPH/OA if the site wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa. The ADAP Enrollment Site contact will notify all parties within 30 days prior to the change in status.

Exhibit A
Scope of Work

9) Ensure no ADAP EW is employed by nor receives any financial compensation, including gifts or any type of incentive, from a participating ADAP pharmacy.

10) ADAP client enrollment may not occur at a participating ADAP pharmacy location.

11) Maintain confidential client file records (electronic or hard copy) required to document ADAP client eligibility. These records are to be maintained separate and apart from any other client-related information at the site. Only authorized ADAP EWs can have access to ADAP client eligibility file information, unless otherwise authorized by law or the client. For purposes of federal audit requirements, client files/records shall be maintained for four years (the current year, plus three prior years).

12) Provide access to all ADAP client eligibility files and any other documentation related to this contract agreement. Access shall be granted during normal working hours to authorized representatives of CDPH/OA and other state and federal agencies, and are subject to applicable state and federal laws concerning confidentiality.

13) Ensure no client eligibility documentation, records, files, etc., will be transported to or from the ADAP Enrollment Site. Exception to this restriction may be approved by CDPH/OA for the following reasons:
    a. Client disability; or,
    b. Remote distance requires ADAP EW to meet with client outside of the ADAP Enrollment Site; or,
    c. The entire ADAP Enrollment Site is moving to a new address/location.

    Prior to transporting any ADAP client enrollment files, the site agrees to submit a written request to CDPH/OA which justifies the necessity for off-site client enrollment or identifies the relocation of the files to a new address/location. The request shall include a “Plan for Transporting Confidential ADAP Client Files”, which identifies the specific procedure that will be followed to safeguard the confidentiality of the ADAP client documents being transported, as well as who will be responsible/accountable for this procedure. The site further agrees no client enrollment files will be transported until CDPH/OA provides written notification that the policies/procedures were deemed appropriate.

14) Ensure fax machines used to submit ADAP applications or receive ADAP correspondence which include confidential client information must be located in a secure area such that the confidentiality of the information sent and received is maintained at all times. The ADAP Enrollment Site must assure only certified ADAP EWs have access to confidential ADAP client information sent or received by fax.

15) Agree to the provisions as stated in Exhibit C, “NON-DISCRIMINATION CLAUSE.” During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave.

Exhibit A
Scope of Work

16) Agree to the provisions as stated in Exhibit D, “Health Insurance Portability and Accountability Act (HIPAA) Business Associate Exhibit.”

17) Arrange for the transfer/relocation of the ADAP client files through the ADAP Coordinator if an ADAP Enrollment Site ceases to conduct ADAP enrollment for any reason. Additionally, the ADAP Enrollment Site must notify CDPH/OA and the ADAP PBM of the planned deactivation of the site. Such reporting is necessary to assure termination of EW privileges, including access to ADAP client information, to protect the confidentiality of the ADAP PBM database, and to provide current and accurate ADAP Enrollment Site information to individuals wanting to access ADAP services statewide.

18) Make a copy of this contract agreement available to the ADAP EWs and agree to ensure they acknowledge and comply with the contents herein.

Exhibit A-1
Definition of Terms

CDPH/OA – Works collaboratively with state and federal agencies, local health jurisdictions, universities, and community-based organizations to ensure that efforts to combat the HIV/AIDS epidemic are targeted and effective.

AIDS Drug Assistance Program (ADAP) - Established in 1987 to help ensure that eligible, HIV-positive uninsured and under-insured individuals have access to HIV-related medication.

Local Health Jurisdiction (LHJ) – One of fifty-eight counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.

Pharmacy Benefits Management (PBM) - Service contractor providing operational support for ADAP.

ADAP Coordinator - LHJ or other local agency staff designated to act as the primary county contact between the ADAP Enrollment Sites, the ADAP PBM, and CDPH/OA.

ADAP Enrollment Site - CDPH/OA-approved local site providing ADAP enrollment services for potentially eligible individuals.

ADAP Enrollment Worker (EW) – ADAP Enrollment Site staff trained by the ADAP PBM and certified to provide ADAP enrollment services.

OA/ADAP Advisor – OA/ADAP staff assigned to LHJ and ADAP Enrollment Sites for technical assistance.

Exhibit D
HIPAA Business Associate Exhibit

I. **Recitals**

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

B. The California Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.

F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit D
HIPAA Business Associate Exhibit

II. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services***. Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:

1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

Exhibit D
HIPAA Business Associate Exhibit

3) In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI from breaches and security incidents.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

E. ***Business Associate's Agents.*** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.

F. ***Availability of Information to CDPH and Individuals.*** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.

I. ***Documentation of Disclosures.*** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.

J. ***Notification of Breach***. During the term of this Agreement:

1) ***Discovery of Breach.*** To notify CDPH ***immediately by telephone call plus email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email or fax*** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information

Exhibit D
HIPAA Business Associate Exhibit

Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within 72 hours of the discovery***, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

3) ***Written Report.*** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) ***Notification of Individuals.*** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.

5) ***CDPH Contact Information.*** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Exhibit D
HIPAA Business Associate Exhibit

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. ***Employee Training and Discipline.*** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

A. ***Notice of Privacy Practices.*** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

Exhibit D
HIPAA Business Associate Exhibit

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does CDPH's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

A. ***Termination for Cause.*** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

A. ***Disclaimer.*** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business

Exhibit D
HIPAA Business Associate Exhibit

Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation***. The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References***. A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
HIPAA Business Associate Exhibit

Attachment 1
Business Associate Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Business Associate's workforce may access CDPH PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging*****.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI, or which alters CDPH PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

Exhibit D
HIPAA Business Associate Exhibit

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

Exhibit D
HIPAA Business Associate Exhibit

D. ***Removal of Data.*** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one** of the following three paragraphs and complete the certification below:

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Social Services

TIME REQUIRED

SUBJECT Agreement with Wild Iris for Domestic Violence Intervention Services

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed contract with Wild Iris pertaining to the provision of domestic violence intervention services.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Payments to Wild Iris for services and work performed under this Agreement are limited to the amount of funds received by the County Clerk and deposited into the Domestic Violence Shelter-Based Special Fund pursuant to Welfare and Institutions Code Section 18305. Accordingly, all requested funds shall come through this Special Fund and there is no cost to the Mono County General Fund.

CONTACT NAME: Kathy Peterson, Social Services

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

MINUTE ORDER REQUESTED:

☑ YES ☐ NO

ATTACHMENTS:

Click to download

- Staff Report - Wild Iris Domestic Violence Intervention Services
- Agreement Wild Iris Domestic Violence Intervention

History

Time	Who	Approval
1/17/2014 7:57 AM	County Administrative Office	Yes
1/29/2014 3:36 PM	County Counsel	Yes
1/24/2014 6:19 PM	Finance	Yes

Office of the ... DEPARTMENT OF SOCIAL SERVICES

COUNTY OF MONO

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

KATHRYN PETERSON, MPH
Director

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

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

To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director KP

Date: January 13, 2014

Re: Agreement with Wild Iris for the provision of shelter-based domestic violence intervention services.

Recommended Action:

Approve County entry into proposed contract and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

Payments to Wild Iris for services and work performed under this Agreement are limited to the amount of funds received by the County Clerk and deposited into the Domestic Violence Shelter-Based Special Fund pursuant to Welfare and Institutions Code Section 18305. Accordingly, all requested funds shall come through this Special Fund and there is no cost to the Mono County General Fund.

Discussion:

Welfare and Institutions Code Section 18305 provides that twenty-three dollars ($23) of each marriage license fee collected by the Mono County Clerk shall be deposited in a domestic violence special fund and then disbursed to an approved domestic violence shelter-based program. The Mono County Board of Supervisors has approved Wild Iris as a domestic violence shelter program that provides services within Mono County, and is eligible to receive the funds deposited in the domestic violence special fund. The County has contracted with Wild Iris since before 2011 to provide these services. The types of services for victims of domestic violence and their children funded under this Agreement include: Shelter on a 24 hours a day, seven days a week basis; telephone hotline for crisis calls; temporary housing and food facilities; psychological support and peer counseling; and referrals to existing services in the community.

AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS
FOR THE PROVISION OF DOMESTIC VIOLENCE INTERVENTION SERVICES

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the shelter-based domestic violence intervention services of Wild Iris, a non-profit community organization doing business in Inyo County and Mono County, California (hereinafter referred to as "Contractor"); and

WHEREAS, Welfare and Institutions Code Section 18305 provides that twenty-three dollars ($23) of each marriage license fee collected by the Mono County Clerk shall be deposited in a domestic violence special fund and then disbursed to an approved domestic violence shelter-based program; and

WHEREAS, the Mono County Board of Supervisors has approved Wild Iris as a domestic violence shelter program that provides services within Mono County, with offices in Mammoth Lakes and Coleville, California, and is eligible to receive the funds deposited in the domestic violence special fund; and in consideration of the mutual promises, covenants, terms and conditions contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the public those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of funding will be received by the County.

Services and work provided by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from February 1, 2014 to January 30, 2017, unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed the amount of funds received by the County Clerk and deposited in to the Domestic Violence Shelter-Based Special Fund

pursuant to Welfare and Institutions Code Section 18305 (hereinafter referred to as "contract limit). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

D. Billing and Payment. Contractor shall submit to the County, once a quarter, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding quarter. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the quarter, the County shall make payment to Contractor on the last day of the month in which the statement is submitted.

E. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than $1 million ($1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than $1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of $300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.

C. Deductible Self-Insured Retentions and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, 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 that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. TERMINATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

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

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

Contractor:
Wild Iris Women's Services of Bishop, Inc.
Domestic Violence Program
ATTN: Lisa Reel, Director
PO Box 697
Bishop, CA 93515

25. 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

By: _____
Larry Johnston, Chair,
Mono County Board of Supervisors

Dated: _____

CONTRACTOR

By: _____
Lisa Reel, Director
Wild Iris Women's Services of Bishop, Inc.

Dated: _____

APPROVED AS TO FORM:

_____
County Counsel

APPROVED BY RISK MANAGEMENT:

_____

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS WOMEN'S SERVICES OF BISHOP, INC.
FOR THE PROVISION OF CRISIS INTERVENTION SHELTER CARE SERVICES

TERM:

FROM: February 1, 2014 TO: January 30, 2017

SCOPE OF WORK:

1. Provide the following basic services to victims of domestic violence and their children:
    a. Shelter on a 24 hours a day, seven days a week basis.
    b. A 24 hours a day, seven days a week telephone hotline for crisis calls.
    c. Temporary housing and food facilities.
    d. Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code.
    e. Referrals to existing services in the community.
    f. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
    g. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program.
    h. Emergency transportation as feasible.

2. To the extent possible, and in conjunction with already existing community services, provide a method of obtaining the following services for the victims of domestic violence:
    a. Medical care.
    b. Legal assistance.
    c. Psychological support and counseling.
    d. Information regarding other available social services.

3. Provide an annual report to the County Board of Supervisors. The report shall be made available to the public upon request, and shall include all of the following elements:
    a. The total number of persons requesting services of the domestic violence shelter-based programs.
    b. The number of persons served in the domestic violence shelter-based program, by each type of service provided.
    c. A description of the social and economic characteristics of persons receiving services, by type of service provided.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO
AND WILD IRIS
FOR THE PROVISION OF CRISIS INTERVENTION SHELTER CARE SERVICES

TERM:

FROM: February 1, 2014 TO: January 30, 2017

SCHEDULE OF FEES:

The amount deposited into the County's domestic violence trust in accordance with Welfare and Institutions Code section 18305, less up to 8% of the total for administrative costs associated with the collection and segregation of the additional marriage license fees, administration of the County's domestic violence fund, monitoring of the domestic violence shelter-based program, and meeting the other administrative requirements by the Welfare and Institutions Code.

\\\\\\\\\\\\\\\\\\ **NOTHING FOLLOWS**//////////////////

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Social Services

TIME REQUIRED

SUBJECT Amendments to UC Davis Training Services Agreements

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Amendments to UC Davis Training Agreements for the Dept of Social Services.

RECOMMENDED ACTION:

Approve Amendments to UC Davis Training Agreements EW#-2013-21 and CW#-2013-21 and authorize the Director of Social Services to execute said agreements.

FISCAL IMPACT:

The total cost of the Amendments to the Agreements is $4,147.50. Agreement EW#-2013-21 would be increased by $7,110.00. Agreement #CW-2013-21 would be decreased by $2,962.50. The County's General Fund share of cost for these Amendments, $353.00 based on an estimated share of cost of 8.5%, will be covered within the existing budget and does not require an additional contribution. The remaining sum of $3,794.50 is reimbursed by the State through the Social Services Department claiming process.

CONTACT NAME: Kathy Peterson, Social Services

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, Social Services

MINUTE ORDER REQUESTED:

☑ YES ☐ NO

ATTACHMENTS:

Click to download

- UC Davis Staff Report

UC Davis Training Agreement Amendments

History

Time	Who	Approval
1/17/2014 7:57 AM	County Administrative Office	Yes
1/29/2014 10:48 AM	County Counsel	Yes
1/24/2014 5:47 PM	Finance	Yes

Office of the ... DEPARTMENT OF SOCIAL SERVICES

COUNTY OF MONO

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

KATHRYN PETERSON, MPH
Director

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

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

To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director KP

Date: January 13, 2014

Re: Amendment to University of California, Davis Training Services Agreements

Recommended Action:

Approve Amendment to UC Davis Training Agreements EW#-2013-21 and CW#-2013-21 and authorize the Director of Social Services to execute said agreements.

Fiscal Impact:

The total cost of the Amendments to the Agreements is $4,147.50. Agreement EW#-2013-21 would be increased by $7,110.00. Agreement #CW-2013-21 would be *decreased* by $2,962.50. The County's General Fund share of cost for these Amendments, $353.00 based on an estimated share of cost of 8.5%, will be covered within the existing budget and does not require an additional contribution. The remaining sum of $3,794.50 is reimbursed by the State through the Social Services Department claiming process.

Discussion:

The County currently has an Agreement with the University of California, Davis for ongoing Social Services education and training. This training was arranged and approved by the State Department of Social Services for County Social Services Agencies that are too small to have Staff Development Departments. This training provides skills specifically used by Social Services Agencies in the areas of Income Maintenance (Eligibility), Fiscal, and Social Worker practice.

The Department of Social Services would like to add two additional training days to the Eligibility training services provided by UC Davis for our Eligibility Worker staff. This would increase the total number of training days from seven to nine for this fiscal year. There are three new Eligibility Workers

on our staff, with an additional approved vacancy to be filled within the next month. Each new worker will require specific training on MediCal, CalFresh, and the Affordable Care Act. Adding two additional days to our existing agreement allows UC Davis to provide more in-depth, comprehensive training for our workers. Workers can be sent to other counties for this training, however providing on-site trainings saves the county time and money. We would also like to reduce our Child Welfare training Agreement with UC Davis from five days to four, based on current staff needs.

In summary, we would like to add two Eligibility training days, and reduce one Child Welfare training day. Net cost is one additional training day.

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT
DAVIS, CALIFORNIA, CA 95618-4852

December 17, 2013

Agreement EW-2013-21
Amendment #1

Amendment to Training Agreement

By mutual agreement indicated by authorized signatures below, The Regents of the University of California (University) and Mono County (County) agree to amend Exhibit A to this agreement as stated below. All other terms and conditions remain the same.

		Original		Added		New total
Total number of training units		7		2		9.00
Total cost of training	$	27,650.00	$	7,900.00	$	35,550.00
University's in-kind contribution	$	2,765.00	$	790.00	$	3,555.00
County's share of cost	$	24,885.00	$	7,110.00	$	31,995.00

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

REGENTS OF THE
UNIVERSITY OF CALIFORNIA
FEIN 94-6036496

By _____

Name Dennis Pendleton
Title Dean

Date 12/20/13

MONO COUNTY

By _____

Name _____
Title _____

Date _____

RECEIVED
JAN 09 2014
MONO COUNTY
DEPT. OF SOCIAL SERVICES

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT
DAVIS, CA 95618-4852

November 26, 2013

Agreement CW-2013-21
Amendment #1

Amendment to Training Agreement

By mutual agreement indicated by authorized signatures below, The Regents of the University of California (University) and Mono County (County) agree to amend Exhibit A to this agreement as stated below. All other terms and conditions remain the same.

		Original		Reduced		New total
Total number of training units		5		1		4.00
Total cost of training	$	19,750.00	$	3,950.00	$	15,800.00
University's in-kind contribution	$	4,937.50	$	987.50	$	3,950.00
County's share of cost	$	14,812.50	$	2,962.50	$	11,850.00

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

REGENTS OF THE
UNIVERSITY OF CALIFORNIA
FEIN 94-6036496

By _____

Name Dennis Pendleton
Title Dean

Date 11/27/13

MONO COUNTY

By _____

Name _____
Title

Date _____

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: CDD

TIME REQUIRED

SUBJECT Reappointment of Mono Basin Regional Planning Advisory Committee Members

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Supervisor Alpers, District 3, requests Board consideration of his recommendation for membership reappointment for the Mono Basin Regional Planning Advisory Committee. Three individuals are seeking reappointment: Lisa Cutting, Tim Hansen and Mark Logan. Their new term(s) will expire 12-31-15. Two individuals have resigned and elected not to seek reappointment and this leaves two vacancies on the Mono Basin RPAC at this time.

RECOMMENDED ACTION:

Reappoint Lisa Cutting, Tim Hansen and Mark Logan to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers. These terms will expire 12/31/15.

FISCAL IMPACT:

None.

CONTACT NAME: Heather deBethizy

PHONE/EMAIL: (760) 924-1812 / hdebethizy@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:

Scott Burns
Heather deBethizy

MINUTE ORDER REQUESTED:

☑ YES ☐ NO

ATTACHMENTS:

Click to download

- Staff report

History

Time	Who	Approval
1/17/2014 7:57 AM	County Administrative Office	Yes
1/29/2014 10:47 AM	County Counsel	Yes
1/24/2014 5:41 PM	Finance	Yes

Mono County
Community Development Department

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

Planning Division

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

February

To: Mono County Board of Supervisors

From: Heather deBethizy, Associate Planner, for Tim Alpers, Supervisor

Subject: Reappointment of Mono Basin Regional Planning Advisory Committee Members (Consent Item)

Action Requested
Consider reappointment of three members to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

Fiscal/Mandates Impact
No fiscal impacts are expected.

Current Fiscal Year Budget Projections
No impact is expected on current fiscal year budget projections.

Discussion
Supervisor Alpers, District 3, requests Board consideration of his recommendation for memberships / terms for the Mono Basin Regional Planning Advisory Committee (9 members total, 2 vacancies).

Current members recommended for reappointment:	Terms to Expire (all two-year terms):
Lisa Cutting	~~12-31-13~~ 12-31-15
Alex Flores	Resigned, position is vacant
Tim Hansen	~~12-31-13~~ 12-31-15
Mark Logan	~~12-31-13~~ 12-31-15
Lucy Parker	Resigned, position is vacant

Other existing members (for information):

Bartshe Miller	12-31-14
Katie Bellomo	12-31-14
Zane Davis	12-31-14
Chris Lizza	12-31-14
Ilene Mandelbaum	12-31-14
Duncan King	12-31-14

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

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Finance

TIME REQUIRED

SUBJECT December 2013 Transaction Report

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Treasury Transactions for the month of December 2013.

RECOMMENDED ACTION:

Approve Treasury Transaction Report for the month of December 2013.

FISCAL IMPACT:

None.

CONTACT NAME: Rosemary Glazier

PHONE/EMAIL: (760)932-5483 / rglazier@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

- Transaction Report for December 2013

History

Time	Who	Approval
1/27/2014 3:50 PM	County Administrative Office	Yes
1/29/2014 10:55 AM	County Counsel	Yes
1/24/2014 6:27 PM	Finance	Yes

Mono County
Transaction Summary by Action
All Portfolios

Begin Date: 11/30/2013, End Date: 12/31/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	12/26/2013	3134G4QC	1,750,000.00	FHLMC 1.1 9/26/2017-14	99.65	1,743,875.00	0.00	1.20	1,743,875.00
	Subtotal		**1,750,000.00**			**1,743,875.00**	**0.00**		**1,743,875.00**
Deposit	12/4/2013	LAIF6000	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/6/2013	LAIF6000	4,000,000.00	Local Agency Investment Fund LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	12/10/2013	LAIF6000	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/11/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	12/13/2013	LAIF6000	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/17/2013	LAIF6000	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/23/2013	OAKVALLEY0670	248.95	Oak Valley Bank Cash	100.00	248.95	0.00	0.00	248.95
Deposit	12/31/2013	LAIF6000	11,395.48	Local Agency Investment Fund LGIP	100.00	11,395.48	0.00	0.00	11,395.48
Deposit	12/31/2013	OAKVALLEY0670	1,352.14	Oak Valley Bank Cash	100.00	1,352.14	0.00	0.00	1,352.14
Deposit	12/31/2013	OAKVALLEY0670	26,415,234.95	Oak Valley Bank Cash	100.00	26,415,234.95	0.00	0.00	26,415,234.95
	Subtotal		**44,428,231.52**			**44,428,231.52**	**0.00**		**44,428,231.52**
Total Buy Transactions			**46,178,231.52**			**46,172,106.52**	**0.00**		**46,172,106.52**
Interest/Dividends									
Interest	12/1/2013	69511AAD6	0.00	Pacifica Pension GO 4.053 6/1/2014		0.00	7,194.08	0.00	7,194.08
Interest	12/4/2013	3133ECQW7	0.00	FFCB 1.25 6/4/2018-13		0.00	12,500.00	0.00	12,500.00
Interest	12/13/2013	3136G07A3	0.00	FNMA Step 12/13/2017-13		0.00	7,000.00	0.00	7,000.00
Interest	12/13/2013	64952WAX1	0.00	New York Life 1.85 12/13/2013		0.00	4,625.00	0.00	4,625.00
Interest	12/16/2013	90520EAE1	0.00	UNION BK CA MED TERM 2.125 6/16/2017		0.00	5,312.50	0.00	5,312.50
Interest	12/17/2013	064149B97	0.00	Bank of Nova Scotia Halifax 2.375 12/17/2013		0.00	5,937.50	0.00	5,937.50
Interest	12/21/2013	33764JPM1	0.00	First Bank Puerto Rico 0.9 11/23/2015		0.00	184.93	0.00	184.93
Interest	12/23/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	248.95	0.00	248.95
Interest	12/26/2013	3136G1AA7	0.00	FNMA Step 12/26/2017-13		0.00	6,250.00	0.00	6,250.00
Interest	12/27/2013	3136G14Y2	0.00	FNMA Step 12/27/2017-13		0.00	7,500.00	0.00	7,500.00
Interest	12/31/2013	LAIF6000	0.00	Local Agency Investment Fund LGIP		0.00	11,395.48	0.00	11,395.48
Interest	12/31/2013	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,352.14	0.00	1,352.14

Mono County
Transaction Summary by Action
All Portfolios

Begin Date: 11/30/2013, End Date: 12/31/2013

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
	Subtotal		**0.00**			**0.00**	**69,500.58**		**69,500.58**
Total Interest/Dividends			**0.00**			**0.00**	**69,500.58**		**69,500.58**
Sell Transactions									
Matured	12/13/2013	64952WAX1	500,000.00	New York Life 1.85 12/13/2013	0.00	500,000.00	0.00	0.00	500,000.00
Matured	12/17/2013	064149B97	500,000.00	Bank of Nova Scotia Halifax 2.375 12/17/2013	0.00	500,000.00	0.00	0.00	500,000.00
	Subtotal		**1,000,000.00**			**1,000,000.00**	**0.00**		**1,000,000.00**
Withdraw	12/26/2013	LAIF6000	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	12/31/2013	OAKVALLEY0670	27,922,028.76	Oak Valley Bank Cash	0.00	27,922,028.76	0.00	0.00	27,922,028.76
	Subtotal		**29,922,028.76**			**29,922,028.76**	**0.00**		**29,922,028.76**
Total Sell Transactions			**30,922,028.76**			**30,922,028.76**	**0.00**		**30,922,028.76**

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Human Resources

TIME REQUIRED

SUBJECT At-Will Agreement Robin Roberts

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Approve Resolution #R-14_____, approving a contract with Robin Roberts as Behavioral Health Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost of this position for the remainder of FY 2013-2014 (February 1st to June 30th) is approximately $66,623.58 of which $45,790.00 is salary; $9,289.88 is the employer portion of PERS, and $11,543.70 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2014-2015) will be $159,896.59 of which $109,896.00 is annual salary; $22,295.70 is the employer portion of PERS, and $27,704.89 is the cost of the benefits.

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932.5413 / bvanlente@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
- At-Will Agreement

History

Time	Who	Approval
1/28/2014 1:54 PM	County Administrative Office	Yes
1/29/2014 11:02 AM	County Counsel	Yes
1/29/2014 3:27 PM	Finance	Yes

COUNTY OF MONO – County Administrative Office

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 □ FAX (760) 932-5411

Bill Van Lente
Director, Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director Human Resources/Risk Management
Date: January 28, 2014

Subject:
At-will employment agreement of Robin Roberts for the position of Behavioral Health Director for Mono County.

Recommendation:
Approve the At-Will Employment Agreement of Robin Roberts, in the position of Director of Behavioral Health, at a monthly salary of $9,158.00 and a term of three years effective from February 1, 2014 to January 30, 2017.

Background
Robin Roberts has been employed with Mono County since August, 2008 in the Mental Health Department office as a Psychiatric Specialist II, and Alcohol and Drug Program Supervisor, as the Local Mental Health Director. In August, 2012 as the County Director of Behavioral Health.

Discussion
The approval of this contract would allow Robin Roberts to continue serving the County as Behavioral Health Director with a monthly salary of $9,158, which represents no change to her current salary. The proposed term of contract is three years. Ms. Roberts is not eligible for Performance Pay or the Car Allowance program. These parts of At-Will compensation packages have been eliminated for new At-Will contracts and are being phased out as contracts are renewed for prior At-Will contracts for employees who have may have had access to these programs.

Fiscal Impact
The cost of this position for the remainder of FY 2013-2014 (February 1st to June 30th) is approximately $66,623.58 of which $45,790.00 is salary; $9,289.88 is the employer portion of PERS, and $11,543.70 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2014/2015) would be $159,896.59 of which $109,896.00 is annual salary; $22,295.70 is the employer portion of PERS, and $27,704.89 is the cost of the benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5413

RESOLUTION NO. R14-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH ROBIN ROBERTS AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Robin Roberts a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Robin Roberts. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2014, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____ _____
Clerk of the Board Larry Johnston, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment
Of Robin Roberts

This Agreement is entered into this 1st day of February, 2014, by and between Robin Roberts and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Roberts as Director of Behavioral Health on a full-time basis on the terms and conditions set forth in this Agreement.
Ms. Roberts wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be February 1, 2014, until February 1, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Roberts in writing no later than August 1, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Roberts shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Roberts that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Roberts as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.

2. Commencing February 1, 2014, Ms. Roberts shall continue to be employed by Mono County as Director of Behavioral Health, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Roberts accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Roberts' employment.

3. Effective February 1, 2014, Ms. Roberts' salary shall be $9,158.00 per month. The Board may unilaterally increase Ms. Roberts' compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Roberts' salary. During such negotiations the County shall consider and discuss the issue of increased

compensation with Ms. Roberts in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Roberts' salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Ms. Roberts shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Roberts understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Roberts was already entitled to for the 2014 calendar year under her former employment agreement).

5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Roberts' full participation in applicable professional associations, or for her continued professional growth and for the good of the County.

6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Roberts shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.7% at 55 for Ms. Roberts), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R11-56 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

7. Ms. Roberts understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular

rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Roberts cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Roberts' regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Ms. Roberts' employment, the County Administrative Officer may terminate Ms. Roberts' employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Roberts understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his discretion, take during Ms. Roberts' employment.

9. On or before the effective date of any such termination without cause, Ms. Roberts shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Roberts shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Roberts shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Roberts that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Roberts shall not be entitled to any

severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Roberts shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.

11. Ms. Roberts may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Roberts shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.

12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Roberts. It specifically supersedes the employment agreement between the parties dated February 1, 2012. Consistent with Ms. Roberts' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Roberts may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Roberts' date of eligibility for or vesting of any non-salary benefits or for any other purpose.

13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Roberts' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Roberts' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Ms. Roberts acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Roberts further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby

knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of February 1, 2014.

Robin Roberts

_____

THE COUNTY OF MONO

_____

By: Larry Johnston
Board of Supervisors

APPROVED AS TO FORM:

_____

MARSHALL RUDOLPH
County Counsel

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

TIME REQUIRED

SUBJECT American Lung Association

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Correspondence from the American Lung Association of California, received January 21, 2014, regarding the State of Tobacco Control Report which was released on January 22, 2014. To view the report, please visit their website at: www.lung.org/California.

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

- ALA LTR

History

Time	Who	Approval
1/22/2014 11:57 AM	Clerk of the Board	Yes

AMERICAN LUNG ASSOCIATION®
IN CALIFORNIA

RECEIVED
JAN 21 2014
OFFICE OF THE CLERK

State of Tobacco Control Report to be Released January 22, 2014

Report will include tobacco control grades for all 58 counties in in California

Dear Board of Supervisors:

We are pleased to announce the upcoming release of the 12th annual American Lung Association *State of Tobacco Control* report on January 22, 2014. This report assigns grades to the federal government and states based on their tobacco control laws and regulations in effect as of January 2, 2014. These state grades cover policies in effect as of January 2, 2014 for Smokefree Air, Cigarette Tax, Tobacco Control Spending and Smoking Cessation.

In conjunction with the national report, the American Lung Association in California will release tobacco control report cards for all 482 incorporated cities and towns and 58 counties in California. Grades will be assigned for the following policy categories: Smokefree Outdoor Air, Smokefree Housing, and Reducing Sales of Tobacco Products. These three grades are then averaged for one Overall Tobacco Control Grade.

State of Tobacco Control 2014 highlights the 50th anniversary of the historic 1964 Surgeon General's report that linked smoking to lung cancer and other serious diseases for the first time. We have made enormous progress in the fight against tobacco since 1964, but it is still the number one cause of preventable death in the United States. Since 1964, we have cut smoking rates by more than half, dramatically reduced exposure to secondhand smoke, reduced rates of lung cancer and other tobacco-related diseases and fundamentally changed public attitudes about tobacco.

Despite this progress, the tobacco battle is far from over. Tobacco still kills 440,000 Americans every year, sickens millions more and costs the nation nearly $200 billion in health care bills and lost productivity. The tobacco industry still designs and manipulates its products to make them as appealing and addictive as possible; spends $8.8 billion a year -- one million dollars every hour -- on marketing that often attracts kids; and fights every effort to reduce tobacco use.

Over the past 50 years, we have developed proven strategies that can achieve our public health goals if they are fully and effectively implemented. These strategies include tobacco tax increases, comprehensive smoke-free workplace laws, hard-hitting mass media campaigns, health insurance coverage to ensure smokers have access to quit-smoking treatments, and well-funded, sustained programs to prevent kids from smoking and help smokers quit.

On the 50th anniversary of the Surgeon General's report, we call for bold action by all levels of government to achieve three goals: 1) Reduce smoking rates to less than 10 percent within 10 years; 2) protect all Americans from secondhand smoke within five years; and 3) ultimately eliminate the death and disease caused by tobacco.

Now is the time to recommit ourselves to ending the tobacco epidemic and eliminating its often fatal consequences. We know how to win this battle and it should not take another 50 years to do so.

We encourage you to visit the American Lung Association in California website www.lung.org/California on January 22 to view the state and local tobacco control report cards and learn how to take action in the fight against tobacco. Visit our About Us page at www.lung.org/california to contact your local American Lung Association office for more information on the impact smoking is taking on your community and what can be done to combat it.

We hope you will join us in the fight to breathe easier,

Marsha R Ramos

Marsha Ramos
Chair, American Lung Association in California Governing Board
Former Mayor, Burbank, CA

Anita Lee

Anita Lee
Interim Chief Executive Officer
Chief Financial Officer

Contact: Kimberly Amazeen, Vice President of Programs and Advocacy (916) 585-7670 or Kimberly.Amazeen@lung.org

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

TIME REQUIRED

SUBJECT Mono County Local Transporation Commission

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Correspondence dated January 16, 2014 from the LTC to representatives of Caltrans and Yosemite National Park, asking for assistance in getting Highway 120 reopened due to low snow.

****

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

- LTC Ltr

History

Time	Who	Approval
1/21/2014 11:00 AM	Clerk of the Board	Yes

Mono County
Local Transportation Commission

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800 phone, 924-1801 fax
www.monocounty.ca.gov

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

January 16, 2014

RECEIVED
JAN 17 2014
OFFICE OF THE CLERK

Tom Hallenbeck
Caltrans
500 S. Main St.
Bishop, CA 93514

Superintendent Don Neubacher
Yosemite National Park
PO Box 577
Yosemite, CA 95389

Gentlemen:

At its meeting this week, the Mono County Local Transportation Commission considered the status of state highways under winter closure that, due to low snow conditions, could be opened to provide access to Mono County and its recreational nodes, natural features and economically struggling communities. The Commission, which includes elected officials of Mono County and the Town of Mammoth Lakes, expressed appreciation for the recent opening of Highway 158 (the June Lake Loop), but discussed concern with the status of Highway 120 and Tioga Pass. It was noted that two winters back, due to the efforts of Yosemite National Park and Caltrans, Tioga Pass and Highway 120 remained open during the similar low-snow periods, providing an economic stimulus to communities such as Lee Vining, June Lake, Bridgeport and Mammoth Lakes. It was also noted that the Regional Transportation Plan contains policies promoting the route's opening.

Given the devastating impacts the lack of snow is having on the Eastern Sierra economy, any assistance that Caltrans and the National Park Service could provide in opening Highway 120 and the Tioga Road would be greatly appreciated. The policy of the Mono LTC, as contained in its Regional Transportation Plan, is to "promote opening the areas along Highway 120 to Tuolumne Meadows as soon as conditions are safe."

Thank you for considering this position of the Mono LTC and providing resources for the timely reopening of this important regional route.

Respectfully,

Scott Burns
Executive Director

cc: Mono LTC
Mono County Board of Supervisors
Town of Mammoth Lakes
Mono Basin Regional Planning Advisory Committee

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Community Development

TIME REQUIRED 40 minutes (20 minute presentation; 20 minute discussion)

SUBJECT Mono County Comments on Sage-Grouse Listing and BLM/HTNF Plan Amendment

PERSONS APPEARING BEFORE THE BOARD Scott Burns, Wendy Sugimura, Brent Calloway, Jim Paulus

AGENDA DESCRIPTION:

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

Consideration of Mono County comments responding to the US Fish and Wildlife Service (USFWS) proposals to list the Bi-State Distinct Population Segment (DPS) Sage-Grouse as threatened and designate associated critical habitat and to the BLM and HTNF Forest Plan Amendment EIS

RECOMMENDED ACTION:

Approve, with any desired modifications, Mono County comments concerning the USFWS proposals to list the sage-grouse as threatened and designate associated critical habitat; and to the proposed Plan Amendment Environmental Impact Statement by the HTNF and BLM concerning sage-grouse conservation.

FISCAL IMPACT:

The US Fish and Wildlife Service proposals designate 82% of private lands in the county as critical habitat. Private lands generate 45%, or $16.2 million, of the County's General Fund budget. The Service and USFS proposals have the potential to impact agricultural operations, the second largest economic industry in the county. The USFWS is required to prepare an economic impact analysis, and conduct a separate public review on its findings.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☑ NO

ATTACHMENTS:

Click to download

- Sage Grouse Staff Report
- Fish & Wildlife Comment Ltr
- Toiyabe Comment Ltr
- Briefing

History

Time	Who	Approval
1/29/2014 11:13 AM	County Administrative Office	Yes
1/29/2014 10:53 AM	County Counsel	Yes
1/29/2014 3:29 PM	Finance	Yes

Mono County
Community Development Department

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

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

February 4, 2014

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Wendy Sugimura, Associate Analyst
Brent Calloway, Associate Analyst
Courtney Weiche, Associate Planner
Scott Burns, Community Development Director

RE: U.S. Fish and Wildlife Service (USFWS) Sage Grouse Listing and BLM/HTNF Plan Amendment Comment Letters

RECOMMENDATION
Approve, with any desired modifications, Mono County comments concerning the USFWS proposals to list the sage-grouse as threatened and designate associated critical habitat; and comments concerning the proposed Plan Amendment Environmental Impact Statement by the HTNF and BLM concerning sage-grouse conservation.

FISCAL IMPACT
Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed listing action are considered along with those of the Yosemite toad and yellow-legged frog proposed action. The USFWS must still prepare the required economic studies. The Board of Supervisors has requested the USFWS address these cumulative economic impacts.

BACKGROUND
Following a Board workshop with representatives of the USFWS December 3, 2013, regarding proposed listing of the Bi-State Distinct Population Segment (DPS) of the greater sage-grouse as threatened and designation of critical habitat under the Endangered Species Act, a 45-day extension of the comment period on the proposed action was granted moving the December 27 deadline to February 10. Staff and consultants (Dr. James Paulus) have since been concluding research, continuing outreach and preparing comments for Board consideration.

A separate action on a proposed Plan Amendment by the BLM/Humboldt-Toiyabe National Forest (HTNF) is related, focusing on the preservation and recovery of sagebrush habitat necessary for the grouse. The deadline for comments for Mono County as a cooperating agency was also extended to coincide with the USFWS deadline.

DISCUSSION
In preparing comments on these actions, the following activities have occurred:

- As a part of the Mono County General Plan update process, consulting biologist Dr. James Paulus has developed a habitat inventory of communities that provides a basis for requesting exclusion of community areas from the critical habitat designation proposed by the USFWS. Dr. Paulus' work has focused on those community areas where growth requiring discretionary permits can be anticipated;

- Wendy Sugimura attended a meeting in Reno where several federal agencies strategized on how to address the USFWS position that a project-specific and funded Bi-State Action Plan would warrant a decision not to list. A project-specific list totaling $38 million over five years was compiled and integrated into a legislative position proposal with the assistance of the Tony Dublino and Jim Leddy. Wendy also coordinated research and positions with other staff, departments and agencies;
- Stacey Simon researched the legal implications of the proposed USFWS action, particularly how it may affect private property and County projects, and conducted a workshop with the Board;
- Brent Calloway researched related studies, prepared USFS questions, updated the critical habitat maps and acreage calculations, and in concert with Peter Kobylarz of IT, manipulated consultant data and prepared graphic representations of the field data;
- Courtney Weiche and other county staff participated in a Bi-State Technical Advisory Committee meeting December 12 to review inconsistencies between the conclusion of the proposed USFWS action and the Bi-State Action Plan;
- County staff participated in two additional question-and-answer sessions with the USFWS representatives;
- Garrett Higerd provided information regarding potential impacts to County projects and airports, and Tony Dublino assisted in analyzing impacts and potential mitigations presented by county landfills; and
- Staff conducted ongoing communication with staffs of the Town of Mammoth Lakes, Inyo County, Alpine Counties, and agencies and entities of the Local Area Working Group, as well as concerned citizens.

The attached letter builds upon the Board of Supervisors prior comment letters and position that the listing is not warranted, and that the actions of the Bi-State Local Area Working Group, including the Bi-State Action Plan, provide sufficient protections and commitments to preclude listing. It includes a request for exclusions of our communities, certain County facilities and references data provided to the USFWS documenting that our community growth areas do not contain critical habitat. The letter systematically challenges many of the proposed listing conclusions, and offers alternative conclusions with supporting rationale and data.

The brief letter commenting on the proposed plan amendment EIS of the BLM and HTNF recognizes the amendment as an implementing action for the Bi-State Action Plan and a contributing effort attempting to avoid the listing.

A special thanks to Wendy Sugimura for conducting extensive research, coordinating the response process, and serving as the primary author of the USFWS letter.

ATTACHMENT

- Proposed USFWS Comment Letter
- Proposed BLM/HTNF Comment Letter
- Legislative Briefing for Funding

Larry Johnston ~ District One Fred Stump ~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Byng Hunt ~ District Five

BOARD OF SUPERVISORS
COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Lynda Roberts, Clerk of the Board

February 4, 2013

Mr. Edward D. Koch
State Supervisor
U.S. Fish and Wildlife Service
Nevada Fish and Wildlife Office
1340 Financial Boulevard, Suite 234
Reno, NV 89502

RE: Comments on proposed rules and critical habitat designation for the Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse

Dear Mr. Koch:

The Mono County Board of Supervisors is disappointed and deeply concerned about the U.S. Fish and Wildlife Service's (Service's) proposals to list and designate critical habitat for the Bi-State DPS of greater sage-grouse (Bi-State DPS). As expressed in the County's letter of August 23, 2013, we believe that a listing is not only unwarranted, but threatens the very foundation of the collaborative, multi-jurisdictional work currently supporting Bi-State DPS recovery. We seek to make this point with the Service again, as well as provide direct feedback on several of the identified threats and the proposed critical habitat designation.

In addition, Mono County warrants unique consideration, as private lands comprise only 6% of our land base and our 15 communities containing 90% of the unincorporated population are concise, compact, and constrained. The 94% public land ownership coupled with this compact growth drives land use patterns from consolidated infrastructure to large tracts of intact lands for grazing and resource management. We stress to the Service that several concepts utilized in the proposals, such as "exurban development" and the scale of renewable energy development, are entirely inapplicable to Mono County.

Another unique consideration is the cumulative impact of the pending Sierra Nevada yellow-legged frog and Yosemite toad listings and critical habitat designations. Taken together, 82% of the private lands in the county could be impacted along with our major tourism and recreation locations at higher elevations. Restrictions on such a high percentage of private lands, from which the County derives 45% or $16.2 million of the General Fund budget through property taxes, coupled with major impacts to the two biggest economic sectors - tourism and agriculture – is an unthinkable "double whammy" for a small, rural county like ours to absorb.

Listing is Not Warranted

The available evidence shows that the Bi-State DPS has experienced no significant contraction of its historical range in Mono County (Hall *et al.*, 2008). The small and localized contractions that have been documented can be attributed to specific, manageable factors that naturally fall under the jurisdiction and interest of local agencies and managers. These naturally small populations have been managed by the California Department of Fish and Wildlife for many years as a species of special concern, resulting in programs and measures designed to prevent species loss and support recovery.

Recovery Under Way

The Service is well aware of the Bi-State Local Area Working Group (LAWG), including its history, purpose, and the 298+ projects in progress to conserve, expand and improve sage-grouse habitat. All this conservation work has been accomplished on a **voluntary** basis by parties working across jurisdictional lines **collaboratively** and **in good faith**. Regulatory intervention in this group and removal of management authority directly undermines its foundation, and will result in frustration and potentially disengagement. We submit that **less will be accomplished under a coercive, regulatory framework** than in the current working group model, which has been championed as an unprecedented success in conservation management.

Mono County participates directly in the Bi-State LAWG, regularly attending meetings and providing input to the 2012 Bi-State Action Plan. The County's current General Plan update provides an opportunity to further sage-grouse conservation measures to mitigate foreseeable impacts, and strengthen existing language to encourage growth in and adjacent to existing communities. The County's Benton Crossing Landfill, cited as an anthropogenic subsidy and attractant for ravens that may depredate sage-grouse nests and young, is scheduled to close no later than 2023, thereby removing any subsidy in its entirety. These programs and activities directly relate to the following actions in the 2012 Bi-State Action Plan: MSI1-2 and 1-3, IRM 2-1, and MER3-2. The total cost committed to implementing these Bi-State Action Plan programs is anticipated at $5.7 million by 2023.

In addition to direct participation, Mono County convenes the Landownership Adjustment Subcommittee through the Collaborative Planning Team (CPT) on a quarterly basis to "Consider landownership patterns in the Eastern Sierra that benefit land management agencies, communities, and private landowners through agency coordination and collaboration." The Bishop Field Office of the Bureau of Land Management chairs the meeting, and the Inyo and Humboldt-Toiyabe National Forests, California Department of Fish and Wildlife (CDFW), Eastern Sierra Land Trust (ESLT), Marine Corps Mountain Warfare Training Center, and Inyo County participate. Conservation easements and land acquisitions for sage-grouse are regularly discussed and coordinated. Recent successes include the following (Action Plan citations included):

- CDFW acquisitions in the Wheeler Flat and Burcham Flat areas (MER2-8): 1,230 acres at a cost of $2.19 million since 2007 (Alisa Ellsworth, Jan. 23, 2014, *pers. comm.*). More

acquisitions are in progress, but information is confidential due to the nature of real property transactions. CDFW also owns land in the Green Creek corridor, some of which may be within proposed critical habitat but is not considered by CDFW to be good sage-grouse habitat (please contact the CDFW office in Bishop for details).

- ESLT completed acquisition of a 40-acre site in the Green Creek corridor (MER2-9) in December 2013 (Aaron Johnson, Jan. 15, 2014, *pers. comm.*).

The proposed critical habitat designation encompasses 82% of private lands in Mono County. These private lands, as stated earlier, constitute only 6% of the county's land base yet generates 45% of the General Fund budget through property taxes alone. A decision to list the Bi-State DPS as Threatened will be harmful to the overall health of Mono County and will result in significant social and economic damage. ***We will need to re-focus our limited resources on a defensive position to protect against private property takings claims, other litigation resulting from new regulations and those campaigning for the elimination of certain activities, property tax loss, and devastation to the agricultural economy.***

Completely Refined and Fully Implemented Bi-State Plan

The listing proposal states "...the Bi-State Action Plan, if completely refined and fully implemented, may result in the removal of threats to the Bi-State DPS so that protections of the Act may no longer be warranted..." (p. 64377). Conversations with Service staff clarified that "fully implemented" means ensuring adequate funding to implement agreed-upon conservation actions developed in the Action Plan.

The Executive Oversight Committee (EOC) developed a five-year program implementation list at a cost of $38 million, or $7.6 million per year (William A. Dunkelberger, Jan. 6, 2014, *pers. comm.*). Mono County added our **funded** projects of $2.8 million in the next five years, and $5.7 million by 2023. In addition, we developed a legislative briefing to advocate for appropriation of the funds and have been sending it to congressional representatives in California and Nevada, as well as utilizing contacts with lobbyists and in the California Governor's office.

Mono County fully supports funding of the Bi-State Action Plan as a means to preclude listing; however, other data also exist that would fully support an "unwarranted" listing decision.

Population Assessment

The BLM reported at a Mono County Board of Supervisor's meeting statistically significant increases observed for both number of leks and number of males observed at leks within the Bi-State's range during the period 1995 to 2012 (Steven Nelson, March 5, 2013, see powerpoint slide #17, *pers. comm.*). The Bi-State Action Plan (2012), with lek attendance counts as recent as 2011, supports the BLM's data by documenting stable to increasing lek attendance at all PMUs except White Mountain PMU, for which no data exists, and Mount Grant PMU. These local and most recent data present a contrasting picture to the population trend assessments utilized by the Service in their Species Status Assessment Bi-State Distinct Population Segment of Greater Sage-Grouse (2013, p. 29-31).

The data discrepancy calls into question the identified population trends. The 298+ conservation projects completed and in progress by the LAWG may be resulting in a recent positive trend captured by the more current data, but not reflected in the older data models. The WAFWA (2008) and Garton *et al.* (2011) studies cited by the Service include counts of males at leks until 2007, leaving a five-year gap in the population trend analysis which could miss a recent change in the population trajectory.

Therefore, four of the six PMUs encompassing the vast majority of the population show stable to increasing populations and/or lek attendance based on the most recent and local data, which should be considered the "best available science." Of the other two PMUs, no data exist for one of them. Only one PMU in the Bi-State DPS currently exhibits a downward trend, and it is outside the "core" population.

Conclusion

Based on the most recent data from local sources indicating stabilized to increasing populations, the concrete progress of the Bi-State LAWG, and Mono County's direct participation in and funding of implementation of the 2012 Bi-State Action Plan, ***we unequivocally believe listing of the Bi-State DPS under the Endangered Species Act is unwarranted.***

Analysis of Proposed Threats

Mono County has reviewed the threats to the Bi-State DPS and offers the following comments on several identified threats:

Infrastructure

The County finds that major linear features, such as roads and power lines, are not expected to increase and the impacts of other features, such as fences and communication towers, can be mitigated as follows:

- Roads: No new roads are anticipated and the existing roads, which have mostly been in place for a very long time and therefore impacts would be historical, are expected only to be maintained for public safety and access purposes. The US Forest Service travel management plans have resulted in the closure and rehabilitation of unpaved roads in sensitive areas.
- Power lines: No plans exist to upgrade transmission capacity, demand is static, and the fiber-optic cable project (Digital 395) is complete. New power lines under County jurisdiction are required to be undergrounded (see Mono County General Plan Excerpts: Utilities, 2013).
- Communication towers: Impacts can be mitigated by raptor proofing, which has been required for years in Mono County through the California Environmental Quality Act (CEQA). A photograph taken in October 2013 (below, Gerry Le Francois) of a cell tower near Crowley Lake with sage-grouse in the foreground demonstrates the effectiveness of the mitigation. (See Mono County Use Permit 11-002 for an example of specific conditions of approval.)

This photo also demonstrates sage-grouse utilizing habitat adjacent to US 395, the busiest road in the county, and less than half a mile from our largest community with the most growth in the last 20 years. Thousands of acres of similar habitat not constrained by these "threats" are located adjacent and nearby.

- Fencing: Impacts can be mitigated with markings or by using alternative fence types. Fencing provides benefits by separating uses, for example excluding range animals from certain sage-grouse habitats at certain times.
- The historic use of the Eastern Sierra region for water and power infrastructure for the City of Los Angeles has resulted in, and will continue to result in, the preservation of vast tracts of land as open space that provide a major benefit to the Bi-State DPS.

Mono County's communities are concise, compact and constrained, resulting in concentration of infrastructure investment and projects in the 6% of the county's private land

base. As these features are not expected to increase, the impacts can be mitigated, and/or benefits are provided, ***we believe the best information available supports downgrading the threat of "infrastructure" to not significant.***

Grazing

The 2012 Bi-State Action Plan, for all PMUs throughout Nevada and California, classifies grazing by permitted livestock to be a low level threat. Livestock grazing permits have been modified on 35 allotments covering more than 1 million acres to include terms and conditions that benefit sage-grouse habitat by adjusting seasons of use, modifying permit number, and limiting use levels. These conclusions contrast with multiple statements in the proposed listing that grazing is one of the most significant threats (p. 64358, 64364, 64368, 64372, 36373). The 2012 Bi-State Action Plan's conclusions represent the best available science and should be utilized. If legacy impacts of historical grazing uses are the cause of habitat degradation, as implied on p. 64368, then this distinction between historic and current management should be made clearer in the final rule. ***Therefore, the best available science supports downgrading "grazing" as currently managed to not a significant threat.***

In addition, Mono County ***supports the Service's special rule under section 4(d)***. Given the clarification that historical impacts are the real threat coupled with the benefits identified on p. 64367 and the lack of evidence directly linking current grazing practices to sage-grouse population responses, retaining intact lands for grazing provides more benefits for the Bi-State DPS than an alternate future that makes subdividing and development possible. The photo below, taken in the South Mono PMU on September 17, 2013 (Garrett Higerd), on the west side of Crowley Lake, demonstrates sage-grouse and grazing cattle can and do coexist in the same

habitat.

Existing Regulatory Mechanisms

With the ongoing updates of multiple BLM Resource Management Plans and US Forest Service Forest Plans, regulatory mechanisms are being strengthened and will be adequate on

public lands prior to the publication of the listing decision. With respect to private lands, the proposed listing states that some counties have supportive regulations but "...neither preclude development nor ... provide for monitoring of the loss of sage-grouse habitats" (p. 64372). This text is highly troubling as it implies these are the only two adequate regulatory mechanisms for private lands, and fails to recognize the extent of the County's authority. Precluding development oversteps the County's authority to regulate private development and therefore exposes us to legal action under private property takings laws. However, Mono County can strengthen our policies by requiring additional mitigation measures such as limiting and marking fencing, siting development and infrastructure on the property to minimize impacts, undergrounding infrastructure, monitoring the loss of sagebrush habitat, etc. Mono County also aggressively applies and monitors the California Environmental Quality Act (CEQA), one of the most restrictive environmental laws in the nation. In addition, private development benefits sage-grouse by contributing to the mosaic of habitat types needed to meet life cycle requirements. Benny Romero, a long time resident of Smith Valley, stated at the December 10, 2013, Mono County Board of Supervisors meeting that sage-grouse regularly forage on his lawn.

Given public land regulatory mechanisms will be adequate prior to publication of the listing decision, prohibition of development on private lands is rarely legally defensible, stringent environmental laws and prescribed mitigation measures through CEQA can be offered on private lands, and private lands provide benefits, ***the best information supports a determination that regulatory mechanisms are adequate.***

Overutilization

The proposed listing cites questionable genetic viability for persistence into the future due to low numbers and lack of connectivity between PMUs as reasons for Threatened status. The theoretical threshold of 5,000 individuals for genetic viability is referenced (Franklin and Frankham, 1998), and the listing proposal implies the Bi-State DPS may be close to that threshold. If this is the case and Threatened status is truly warranted, then hunting should be considered a significant impact. The taking of any single individual when the entire population teeters on the brink of this persistence threshold is significant, and hunting likely eliminates the boldest and most dominant individuals from the gene pool. These bolder individuals are also likely to be the individuals that disperse to other sites and provide the rare connectivity events that mix genotypes. Therefore, ***this rationale supports elevating hunting to a significant impact.***

Urbanization and Habitat Conversion

Mono County supports the Service's determination that "urbanization and habitat conversion" are not significant threats, and offers the following supporting evidence:

- County policies direct growth to community areas (see Mono County General Plan Excerpts: Community Growth, 2013), and 90% to 95% of the unincorporated population lives within 15 community areas (Brent Calloway, Jan. 28, 2014, *pers. comm.*).

Development outside community areas is typically seasonal-use residences that are vacant much of the year.

- Specific requirements for sage-grouse have been included in use permits for over 20 years (see Inaja Land Company Adopted Mitigation Monitoring Plan, 1992).
- Lands in the proposed critical habitat areas (excluding the community areas the County proposes be removed, see next section) are designated Resource Management, Agriculture, or Open Space (see Mono County General Plan Excerpts: Land Use Designations, 2013), which limit development capacity and site disturbance.
- Conservation easements and land acquisitions are being secured with willing landowners to prevent future development impacts to important sage-grouse habitats, and these efforts are supported by Mono County's Collaborative Planning Team Landownership Adjustment Subcommittee. Recent successes are described on page 2 of this comment letter, and a few more highly strategic and targeted successes could completely eliminate this threat in Mono County.
- Use of "exurban development" is completely inappropriate for Mono County as the terms "suburbs" and "city" are of a much larger and inapplicable scale. The only incorporated town in the county is Mammoth Lakes (2010 census population 8,234), and the largest community in the unincorporated area has only 875 residents (Brent Calloway, Jan. 28, 2014, *pers. comm.)*.

Recreation

Mono County supports the Service's determination that "recreation" is not a significant threat.

Mining

Mining is identified as not significant or a lesser threat on pages 64358, 64364, and 64369, but then as a significant threat on p. 64373. ***Please modify the language on p. 64373 to be consistent with the rest of the listing document by identifying "mining" as not a significant threat.***

Renewable Energy Development and Associated Infrastructure

Renewable energy development and associated infrastructure is identified as not significant or a lesser threat on pages 64358, 64363, 64364, and 64369, but then as a significant threat on p. 64373. ***Please modify the language on p. 64373 to be consistent with the rest of the listing document by identifying "renewable energy development and associated infrastructure" as not a significant threat.***

Mono County supports the Service's determination that "renewable energy development and associated infrastructure" are not significant threats, and offers the following supporting evidence:

- Mono County is developing policy language in support of community-scale (1-3 megawatt) renewable energy generation (see Draft Mono County Resource Efficiency Plan, 2014), and does not support and has not identified appropriate locations for utility-scale generation.

- Inquiries from developers within the last five years have been unsuccessful due to community opposition, environmental constraints, lack of appropriate sites, and transmission capacity constraints. The County is unaware of plans to upgrade distribution lines, and Southern California Edison transmission capacity to export electricity is unavailable until 2018 when the lines at Kramer Junction (in Kern County) are improved (Kevin Richardson, May 14, 2013). Even then, the distribution and transmission lines locally are at capacity.
- Therefore, the description of renewable energy development is on a scale not applicable to Mono County, except for the one existing geothermal complex which is located primarily in forested areas and does not impact sage-grouse habitat.

Nonnative and native invasive species

Mono County expresses concern over management intentions to return the landscape to a static point in time as the "natural condition" of a landscape is dynamic. The post-mining era (e.g., early to mid 1900s) landscape would have lacked trees, which would have been cleared for use as firewood and lumber, and would have been an ideal, open sagebrush habitat well-suited for a sage-grouse population explosion. It could be hypothesized that population declines cited in the Service's references (Connelly *et al.*, 2004; WAFWA, 2008; Garton *et al.,* 2011) are simply resulting from a return to equilibrium following a major increase in sage-grouse numbers due to the anthropogenically altered landscape following mining. In addition, landscape-scale vegetation changes cannot be decoupled from fire regimes and climate change. Paleoecological research could provide better historical context for population trends and the "natural" landscape variability, including the spatial scale and composition of vegetation and woodlands, in the context of known climate events.

Climate Change

Climate variations and cycles, altered fire regimes, and vegetation composition and structure interact with each other to result in ecological changes over time at varying spatial scales, from specific sites to landscape wide (Sugimura *et al.*, 2008). Given nonnative and native invasive species and altered fire regimes are significant threats to the Bi-State DPS, ***climate change cannot be excluded and should be elevated to the same level as a significant threat***.

Disease and Predation

A recent study by Lockyer *et al.* (2013) indicates depredation on greater sage-grouse may be a more significant cause of nest failure than previously identified, and that predators include more species than ravens, such as bobcats and weasels. The Service should consider the possibility that depredation by ravens and other species may have a more significant impact on the survival and recovery of the Bi-State DPS than previously identified.

The County's Benton Crossing Landfill is specifically cited as an anthropogenic subsidy and attractant for ravens. However, the landfill is scheduled to close no later than 2023, thereby removing any subsidy in its entirety and eliminating this concern by the Service.

Conclusion

Mono County concludes the only significant threats are wildfire and altered fire regimes, nonnative and native invasive species, climate change, small population size and structure, and overutilization due to hunting. Predation could be an elevated threat, as well. Both hunting and predation could be eliminated by management programs, leaving a small subset of threats. These threats are outside the County's ability to address, except for our part in reducing greenhouse gas emissions as mandated by State laws, but for the most part are within the jurisdiction and interest of resource management agencies. Therefore, due to the few threats and the ability of our agency partners to manage or mitigate them, ***we unequivocally believe listing of the Bi-State DPS under the Endangered Species Act is unwarranted.***

Analysis of Proposed Critical Habitat

Should the County's position that the proposed listing is unwarranted be denied, we have analyzed the proposed critical habitat and offer comments on the prudency determination and suitability of the boundaries.

Prudency Determination

The Service's regulations (50CFR 424.12(a)(1)) state that one reason the designation of critical habitat may not be prudent is when it would not be beneficial to the species. In this case, 561,375 hectares (ha) (1,692,874 acres) of the proposed critical habitat are under the jurisdiction and management of tribal, federal, state and local agencies. Only 70,878 ha (175,143 acres), or 12.6% of proposed critical habitat, is on private lands (per Table 3 in the proposed listing, p. 64339). The agencies have committed, through the Local Area Working Group (LAWG) and 2012 Bi-State Action Plan, to the conservation and recovery of the species. Private landowners are also participating in the Action Plan and species conservation and recovery.

Thus, the awareness of necessary habitat and impacts to the species is already very high with State and county governments and private landowners, and designating critical habitat does not provide any further educational benefit or awareness. Outside of these land managers and owners, the visiting public is not likely to know about an endangered species or even the jurisdictional agency managing the land, and therefore the critical habitat designation will not prevent inadvertent harm. Education campaigns via the LAWG and Bi-State Action Plan will be more effective than a promulgated rule in the Federal Register.

The 2012 Bi-State Action Plan focuses conservation activities on the most essential features and areas. The proposed listing and critical habitat designation adds an additional regulatory layer and dilutes the management control of the LAWG, hindering these efforts and the application of scarce resources to conservation and recovery. Thus, section 7 consultation becomes a burden rather than a positive benefit to the Bi-State DPS.

Finally, harm to these agencies and private landowners committed to the conservation and recovery of the Bi-State DPS is imminent with the designation of critical habitat in the form of redirecting funds to administrative matters like section 7 consultation, and/or defending against legal action associated with potential private property takings claims or other aspects of the final rule by those interested in precluding certain land uses. Additional harm results from the undermining of the voluntary and good faith foundation of the LAWG, and some

participants, particularly private landowners, will almost certainly abandon voluntary efforts since their actions are to be regulated regardless.

The rationale above refutes the benefits cited in the proposed critical habitat designation (p. 64331), and concludes ***designation of critical habitat is not prudent as it provides no benefits to the species and may, in fact, be harmful to conservation efforts in progress.***

Critical Habitat Modifications

Regardless of prudency, the "broad brush" approach for designating critical habitat is inappropriate in Mono County and certain areas must be excluded by text and/or mapping. While the footprints of developed areas are excluded by text, the term "residential enclave" would be more appropriate for Mono County. As cited earlier, 90% to 95% of the county's population resides in 15 communities, with the largest unincorporated community being 875 residents. The County's General Plan actively directs growth to these areas rather than the more isolated parcels of private lands and/or resource-sensitive lands, which typically carry a land use designation of Resource Management, Agriculture, or Open Space with limited development capacity and allowable site disturbance. Excluding these residential enclaves by text supports these policies and assists the County in managing growth to benefit sage-grouse populations.

In addition, Mono County has compiled biological data for the portions of residential enclaves that have discretionary development potential through the ongoing General Plan update. As a result, we are able to offer habitat presence and quality data specific to the primary constituent elements (PCEs) necessary to justify excluding Bi-State DPS critical habitat for these particular areas. These data are extensive and complex, and have already been transmitted to the Service separately with a "readme" document to explain how each data parameter is related to the various habitat requirements as delineated in the Service's proposal.

The "readme" text is chiefly explanatory so that the Service may conduct its analysis and appropriately alter critical habitat extent prior to finalizing its rule. However, simple, illustrative examples of how the data may be used and the type of conclusions that may be reached if the analysis is conducted objectively will also be provided. For example, the Service justifies inclusion of areas of meadow habitat because sage-grouse use them for lek sites and for brood raising, and the current critical habitat proposal gives detailed thresholds that must be met for these areas to be used and ultimately participate in species recovery. Creeping wildrye meadows are one type of this habitat that – outside developed areas - often easily satisfy the stated criteria for sage-grouse use, and the County has mapped 109 acres of creeping wildrye meadow within the Bridgeport community and fringe area. Our query of the database that has been supplied to the Service finds that, of this 109 acres of "potential habitat," only 0.15 acres (0.1%) actually meet the Service's criteria. The habitat fragmentation, isolation and degradation that are typical of historically occupied Bridgeport (and documented in the database) clearly indicate that Bridgeport's creeping wildrye meadows do not meet the critical habitat thresholds. The Service will also obtain this result, and similar outcomes for potential habitats, in every portion of the residential enclaves included in the County's research. As pointed out in the "readme" report, the amassed data support (and can be used to scientifically defend) a

conclusion that ***the entirety of the inventoried areas can be removed from Bi-State DPS critical habitat because these areas do not meet the critical habitat definition thresholds***.

The two airports in Mono County, Bryant Field in Bridgeport and Lee Vining Airport, are located within and adjacent to existing communities, and are therefore included in the submitted vegetation quality assessment. Besides not presenting suitable habitat, the airports provide additional benefits that outweigh the exclusion of specifying such area as part of the critical habitat, and would not result in the extinction of the species (per section 4(b)(2) of the Act). These benefits include the following:

- Emergency medical: Care Flight transports patients to advanced medical care.
- Fire fighting: a US Forest Service Helitack crew is permanently stationed at Bryant Field and Lee Vining Airport is regularly utilized. Fire suppression efforts for the 2012 Indian Fire east of Mono Lake and 2013 Spring Peak Fire east of Bodie, both in critical sage-grouse habitat, utilized Bryant Field and Lee Vining Airport.
- Law enforcement: aircraft is used to locate illegal activities that damage public lands and cause fire risk.
- National Defense: the Marine Corps Mountain Warfare Training Center regularly usees the airports for training exercises, and the Air Force periodically conducts exercises.
- Emergency landings.
- Provision of goods and services to rural areas: helicopters are sometimes staged at airports to deliver equipment, materials and workers to sensitive areas.
- Scientific research: a researcher studying glaciers recently utilized Bryant Field. Sage-grouse population data for remote areas like the White Mountain PMU is obtained using aerial surveys. Other wildlife species like Sierra Nevada Bighorn Sheep and wild horse populations are monitored with aerial surveys.
- Economic/Tourism/Recreation: a unique offering, tourists can experience a bird's eye view of the Sierra.

Features that should be excluded but are not covered by the critical habitat vegetation data include road rights of way and existing aggregate borrow pits operating under approved reclamation plans. As stated earlier, the existing road network has been in place for a very long time, and new roads are not anticipated within proposed critical habitat. The road network is minimal yet critical to general public safety, as only four paved roads in Mono County provide basic access into and out of the Eastern Sierra region. Caltrans and the County are charged with operating roads under their jurisdiction in a safe and efficient manner, which may include activities outside the road bench such as removal of a "hazard tree," replacement of a culvert, road reconstruction after a major flood, snow removal, guard rail additions or repairs, and shoulder widening. In addition, County policies encourage the addition of bicycle lanes to existing roads to encourage non-motorized transportation, improve community mobility, and reduce greenhouse gas emissions and exhaust pollution. The public safety and pollution reduction aspects provide benefits that outweigh the exclusion of road rights of way as part of the critical habitat, and ***therefore these roads and rights of way should be excluded by text.***

Aggregate borrow pits operating under approved reclamation plans are highly site specific and result in negligible habitat fragmentation. These areas have largely been denuded of vegetation, and do not contain the PCEs or vegetation characteristics necessary for sage-grouse habitat (see Mono County Aggregate Borrow Photographs, 2014). The aggregate from these pits is used for essential public safety and construction purposes, including road construction and repair, residential and commercial construction, and de-icing and road traction, providing benefits that outweigh the exclusion of these localized areas. In addition, the reclamation plans provide for recovery and restoration of native vegetation as mining occurs and ultimately if use is discontinued. Therefore, ***the following aggregate borrow pits should be excluded by text:*** Auchoberry, Benton, Goat Ranch, Long Valley Airport, Marzano & Sons/Granite Construction, and Black Point cinder mine.

Conclusion

The proposed critical habitat designation encompasses 82% of private lands in Mono County. These private lands constitute only 6% of the county's land base, yet generate 45% or $16.2 million of the General Fund budget through property taxes alone. A decision to list the Bi-State DPS as Threatened will be harmful to the overall health of Mono County and will result in significant social and economic damage. We will need to re-focus our limited resources on a defensive position to protect against private property takings claims, other litigation resulting from new regulations and those campaigning for the elimination of certain activities, property tax loss, and devastation to the agricultural economy.

The County finds designation of critical habitat to not be prudent as it provides no benefit to the Bi-State DPS, per rule 50CFR 424.12(a)(1), yet could initiate impediments and increased legal exposure for parties committed to conservation and recovery. In addition, critical habitat must exclude "residential enclaves" and airports in Mono County. We have provided, via separately transmitted GIS files, biological resource data supporting lack of available habitat for the Bi-State DPS in portions of the residential enclaves. Other exclusions by text include existing roads and the associated rights of way, and existing aggregate borrow pits, both of which provide benefits that outweigh the exclusion of these areas.

Comment Summary

Mono County presents a unique conservation opportunity due to the existing high percentage of land in public ownership, compact communities, and large tracts of open lands. Mono County has a long history of leadership in environmental policy, advocacy and stewardship. Protection of iconic landscapes like the Mono Basin National Scenic Area is a clear example of the County's support for protecting our natural treasures. However, this stewardship must be balanced with the viability of local communities and the County itself. When 82% of our small private land base is threatened with potential preclusion of future development, it is certainly a cause for dramatic alarm.

To summarize, Mono County has provided evidence that the proposed listing is unwarranted, and the severity of threats to the Bi-State DPS should be modified. In addition, we submit the designation of critical habitat is not prudent, and request exclusion from critical

habitat by mapping or text of residential enclaves, community airports, existing roads and road rights of ways, and aggregate borrow pits operating under approved reclamation plans due to lack of suitable habitat and/or associated benefits.

Thank you for taking the time to consider the additional information we have presented and the position the data have led us to take. We appreciate the challenging political, environmental and social position of the Service, and hope that our analysis will assist the Service with supporting the continued effort and progress of the LAWG to conserve and recover the Bi-State DPS, or at least with identifying the true threats and modifying the critical habitat designation to reflect local habitats in Mono County best suited for successful preservation and recovery.

Respectfully,

Larry Johnston
Chair

CC: Congressman Paul Cook
Senator Dianne Feinstein
Senator Barbara Boxer
State of California, Governor Brown
State of Nevada, Governor Sandoval
USFS, Humboldt-Toiyabe National Forest
Rural County Representatives of California (RCRC)
California State Association of Counties (CSAC)
Town of Mammoth Lakes
County of Inyo
County of Alpine
BLM, Bishop Field Office
USFS, Inyo National Forest

Personal Communications

Aaron Johnson, Eastern Sierra Land Trust, Bishop. Email dated January 15, 2013.

Alisa Ellsworth, California Department of Fish and Wildlife, Region 6 Office, Acting Senior Environmental Scientist, Bishop. Email dated January 23, 2014.

Benny Romero, long-time rancher and resident of Smith Valley and active in Bridgeport Valley civic life. Public statements at the December 10, 2013 Board of Supervisors workshop with the US Fish and Wildlife Service on the proposed Bi-State DPS listing and critical habitat designation.

Brent Calloway, Mono County Community Development Department, Associate Analyst, Mammoth Lakes. Email dated January 28, 2014 providing a basic analysis of 2010 Census data for Mono County.

Kevin Richardson, Southern California Edison Transmission Planner, Rosemead, CA. Email dated May 14, 2013 was received in connection to a Request for Proposal selection process for a Biomass Utilization Feasibility Study. The consultant's name has been redacted for privacy reasons.

Steven Nelson, Bureau of Land Management, Bishop Field Office, Field Manager, Bishop. Mono County Board of Supervisors Greater Sage-Grouse Workshop powerpoint slides, #17. Dated March 5, 2013.

William A. Dunkelberger, US Forest Service, Humboldt-Toiyabe National Forest, Forest Supervisor, Sparks, NV. Email dated January 6, 2014.

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Mono County Aggregate Borrow Photographs, 2014. Photos of each aggregate borrow pit in Mono County from aerial photographs on Google Earth. Compiled by Brent Calloway, Mono County Community Development, Associate Analyst, Mammoth Lakes.

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Larry Johnston ~ District One Fred Stump ~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Byng Hunt ~ District Five

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Lynda Roberts, Clerk of the Board

February 4, 2013

William A. Dunkelberger
Humboldt-Toiyabe National Forest
1200 Franklin Way
Sparks, NV 89431

RE: Greater Sage-Grouse Bi-State Distinct Population Segment (DPS) Forest Plan Amendment Environmental Impact Statement (EIS)

Dear Mr. Dunkelberger:

The Mono County Board of Supervisors appreciates the opportunity to comment on the proposed Forest Plan Amendment EIS. We understand this amendment was prompted by the U.S. Fish and Wildlife Service's (Service's) "warranted but precluded" Endangered Species Act (ESA) decision for the Greater Sage Grouse Bi-State DPS, and is specifically addressing the Service's conclusion that "existing regulatory mechanisms to protect the sage-grouse and their habitats in the Bi-State area … afford sufficient discretion to decision makers as to render them inadequate to ameliorate the threats to the Bi-State DPS." We also understand that since the release of the EIS, the Service has proposed listing the Bi-State DPS as threatened and designating associated critical habitat under the ESA on federal lands and over 82% of private lands in Mono County.

As the attached letter to the Service indicates, Mono County is opposed to the proposed listing action and favors continuing the ongoing collaborative efforts of the Bi-State planning effort and implementation of the Bi-State Action Plan. It is understood that these actions include efforts such as the proposed Forest Plan Amendment, which entails refinement of policies and regulations to protect the Bi-State DPS. Although the Amendment will have some impacts on livestock management, mineral operations, travel/tourism, special uses/events, and alternative energy, these impacts are preferred to the alternative of Bi-State DPS listing and imposition of a new regulatory layer and process via the ESA.

Mono County is committed to pursuing implementation of the Bi-State Action Plan and continuing the Bi-State Local Area Working Group efforts as an alternative to listing, and we look forward to continuing to work with the BLM and the Humboldt-Toiyabe National Forest (HTNF) as a cooperating agency. As an example, Mono County is actively lobbying for funding implementation of the Action Plan (see attachment). We will also continue to share our position on the proposed listing action by the Service, including comments on the

forthcoming economic impact analysis. We assume that if the sage-grouse is listed, your agencies and others will be further evaluating the implications and possibly further amending land management plans; we would appreciate the opportunity to participate in and review any such amendments.

Thank you again for the opportunity to review and comment on the proposed amendment. We look forward to continued cooperation and are hopeful that through our combined efforts, we will succeed in avoiding the listing of the Bi-State Sage-Grouse DPS as threatened.

Respectfully,

Larry Johnston
Chair

ATTACHMENTS

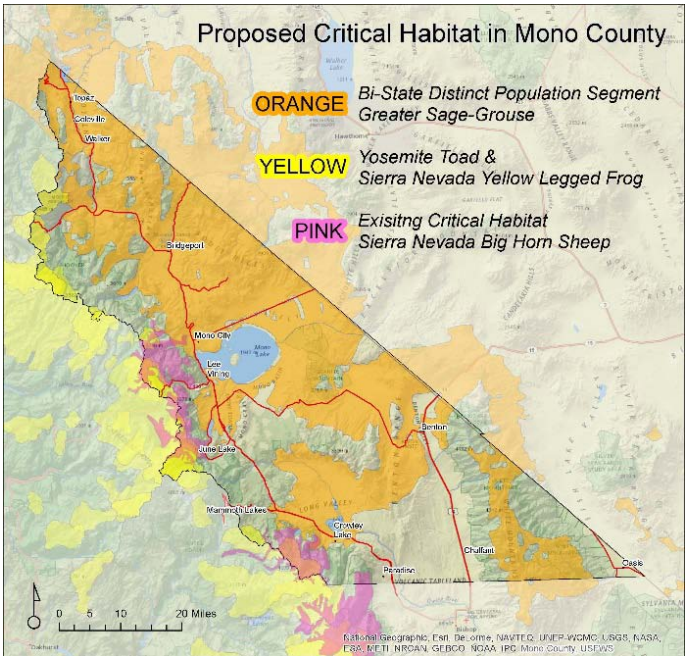
- Letter to the USFWS
- Legislative Funding Proposal

CC: Congressman Paul Cook
Senator Dianne Feinstein
Senator Barbara Boxer
State of California, Governor Brown
State of Nevada, Governor Sandoval
USFS, Humboldt-Toiyabe National Forest
Rural County Representatives of California (RCRC)
California State Association of Counties (CSAC)
Town of Mammoth Lakes
County of Inyo
County of Alpine
BLM, Bishop Field Office
USFS, Inyo National Forest

MONO COUNTY

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411

Bi-State Distinct Population Segment of Greater Sage-Grouse Preservation Plan



The US Fish and Wildlife Service (Service) is proposing to list the Bi-State distinct population segment of Greater Sage-Grouse as threatened, and designate approximately **1.87 million acres** of critical habitat in Carson City, Lyon, Douglas, Mineral, and Esmeralda Counties in Nevada, and Alpine, Mono, and Inyo Counties in California. In Mono County, the proposed critical habitat designation covers **82% of privately-owned lands**. Although private land comprises only 6% of the County's land base, it generates $16.2 million (45%) of the General Fund revenues for local public services. We must work collaboratively across federal, state and local agencies to find an alternative to this listing. The proposed action on sage-grouse will have devastating implications for Mono County.

Mono County has worked actively with multiple state and federal agencies, private property owners, and other key stakeholders in the Bi-State Local Area Working Group (LAWG) to seek a means to prevent this devastating listing. Since 2004, this effort has implemented long term conservation actions for sage-grouse in the Bi-State area, and supported the development of the 2012 *Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment* (Bi-State Action Plan).

The Bi-State Action Plan is an exemplary model of collaboration among all stakeholders, all of whom have committed time, effort, and resources to preserve sage-grouse. Unfortunately, these voluntary efforts are insufficient due to lack of committed funding.

Resources are required to avoid the listing and Agency managers refined the Plan for a cost of $37.9 million over five years (see attachment). The Federal Register Notice (Vol. 58, No. 208, p. 64377) states, "...the Bi-State Action Plan, if completely refined and fully implemented, may result in the removal of threats to the Bi-State DPS so that protections of the Act may no longer be warranted..." Conversations with Service staff clarified that "fully implemented" includes ensuring adequate funding to implement agreed-upon conservation actions developed in the Action Plan. Mono County would contribute an additional $2.2 million over the next five years, and $5.7 million by 2023, through the closure of a landfill, reconfiguration of solid waste operations, and land use policy updates, for a total cost of $40.7 million in five years.

This collaborative conservation model reflects a best practice to protect a sensitive species as envisioned by the Endangered Species Act. A listing would undermine good-faith efforts and create an overly regulatory, ineffective program. The result will be frustrated stakeholders and a less effective effort to save the species.

Resource agencies and local government would request continued engagement with all stakeholders to focus limited resources on conservation actions that will benefit the sage-grouse, rather than taking a defensive position to protect ourselves from future private property takings claims and other litigation; property tax loss; and devastation to the agricultural economy, the second largest sector in Mono County.

Therefore, **we are requesting $7.6 million/year for the next five years be allocated to fund the Bi-State Action Plan.**

Contact: Scott Burns, (760) 924-1807, Wendy Sugimura, (760) 924-1814, Brent Calloway, (760) 924-1809.

Attachment: Bi-State Sage-Grouse Preservation Plan 5-Year Cost Estimate

Action Item	*Sub-total (5-year Costs):*	Mono County Match
Science Advisor & Conservation Planning Tool	$1,325,000	
Interagency Wildfire Management	$250,000	
Urbanization Abatement (Conservation Easements)	$12,880,708	
Infrastructure/Human Disturbance[1]	$517,100	$2,700,000
Pinyon and Juniper Encroachment	$12,991,843	
Disease and Predation	$250,000	
Wild Horse Management	$1,250,000	
Small Populations (DPS Translocations)	$750,000	
Habitat Improvement	$641,039	
Habitat Improvement & Restoration	$895,000	
Improve Regulatory Mechanisms		$50,000
Maintain and Improve Stakeholder Involvement		$50,000
Total Direct Costs:	**$31,750,690**	
NEPA Related Costs (25% for applicable actions):	$3,944,471	
Effectiveness Monitoring Costs (15% for applicable actions):	$2,179,182	
Total Planning/Implementation/Monitoring Costs:	***$37,874,343***	
with Mono County match	$40,674,343	

The funding request is for Federal agencies, such as the US Forest Service and Bureau of Land Management, to implement their portions of the Bi-State Action Plan, which is available from http://www.regulations.gov/#!documentDetail;D=FWS-R8-ES-2013-0042-0007. Specific projects that will be enabled by this funding are located on pages 81-101.

[1] $5.7 million match from Mono County by 2023.

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Community Development, County Counsel

TIME REQUIRED 30 minutes (10 minute presentation; 20 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Tom Perry

SUBJECT 2013 California Building Codes Adoption

AGENDA DESCRIPTION:

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

Presentation by Tom Perry regarding 2013 California Building Codes Adoption.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 932-5433 / tperry@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
- Ordinance - Building Code Update
- 2013 Building Code Update

History

Time	Who	Approval
1/27/2014 3:51 PM	County Administrative Office	Yes
1/29/2014 3:27 PM	County Counsel	Yes
1/24/2014 6:38 PM	Finance	Yes

Mono County
Community Development Department

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

BUILDING DIVISION

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

February 4, 2014

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Christian Milovich, Deputy County Counsel
Tom Perry, Building Official

RE: Building Ordinance Amendment

RECOMMENDATION
Introduce, read title, and waive further reading of a proposed ordinance to adopt a revised Chapter 15.04 of Mono County Code Title 15, and amend the previously adopted 2013 California Building Standards Code to include administrative provisions listed as Appendices, 2012 Uniform Swimming Pool, Spa and Hot Tub Code, and provisions for defensible space and fire hazard reduction. Direct Clerk to schedule ordinance for adoption at the Board's next regular meeting; direct filing of modification, if approved, with the California Building Standards Commission; provide further direction to staff.

FISCAL IMPACT
No fiscal impacts are anticipated. The ordinance updates existing local requirements to apply in conjunction with the 2013 California Building Standards Code that will take effect on January 1, 2014.

DISCUSSION
Every three years, the California Department of Housing and Community Development (the "Department") is required to adopt building standards applicable to new construction. Those standards are to be based on model codes published by the International Code Council (ICC). Once adopted, the standards become the California Building Standards Code, which regulates and governs new construction in every jurisdiction statewide.

In accordance with those requirements, in June of 2013, the Department of Housing and Community Development adopted and published the 2013 California Building Standards Code (the "California Code" or "Code"), which will take effect on January 1, 2014. These 2014 State Codes are legally enforceable in Mono County regardless of if or when the County adopts them.

State law authorizes cities and counties to make modifications to the building standards contained in the California Code that are deemed necessary due to local topographic, climatic, or geographic conditions. These standards, once adopted by the local jurisdiction, may take effect no sooner than the effective date of the California Code (in this case January 1, 2014) and must be filed with the Building Standards Commission.

The attached ordinance carries forward the revisions to the previously adopted ordinance to provide the inclusion of administrative provisions and other code provisions that were previously not included.

For more information, please call Tom Perry at (760) 932-5433.

MATERIALS
Draft Ordinance 14-___

ORDINANCE NO. ORD 14-___
AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 15.04 OF THE MONO COUNTY CODE PERTAINING TO BUILDING REGULATIONS AND UNIFORM CODES

WHEREAS, Title 15 of the Mono County Code contains the Mono County Building and Construction ordinances and Chapter 15.04 contains the Mono County Building Regulations, International Codes, and Uniform Codes; and

WHEREAS, the California Buildings Standards Code ("State Code") sets forth the uniform and international building standards by way of adoption of specific uniform and international building codes and standards by the California Building Standards Commission that is binding on the state, other public agencies, and private parties; and

WHEREAS, the California Building Standards Commission has adopted the 2013 California Building Code regulations based on the 2012 International Building Code, and has adopted revised codes including the 2013 California Electrical Code, the 2013 California Plumbing Code, the 2013 California Mechanical Code, the 2013 California Energy Code, the 2013 California Historical Building Code, the 2013 California Fire Code, the 2013 California Residential Code, the 2013 California Green Building Standards Code, the 2013 California Administrative Code, the 2013 California Referenced Standards Code, and the 2013 California Existing Building Code; pursuant to state law each of these adopted codes becomes effective as of January 1, 2014; and further, local agencies are required to adopt such codes by reference pursuant to Health and Safety Code Section 17922 and Government Code Sections 50022.2 et seq.; and

WHEREAS, local agencies, including the County of Mono, may modify the provisions of the adopted State Building Codes when the local agency determines, and expressly finds, that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions as provided in Health and Safety Code Sections 17958.5, 17958.7, and 18941.5; and

WHEREAS, the Board of Supervisors has previously made findings, and hereby expressly ratifies said findings, that all of Mono County is a snow area requiring specific ground snow load requirements, and that due to the climatic, geological, and topographic conditions found in Mono County that application of high-rise buildings requirements set forth in Section 403 of Chapter 4 of the 2013 California Building Code shall apply to any development of structures designed to have occupied floors (such as hotels and condominiums) located more than 50 feet above the lowest levels accessible to fire department vehicles; and

WHEREAS, the Board of Supervisors finds that our local climatic, geological or topographical conditions require the addition of certain specified appendices of the 2013 California Building Code including Appendix C (Agricultural Buildings); and specified appendices of the 2013 California Residential Code including Appendix J (Existing Buildings and Structures); and that local climatic, geological or topographical conditions require the addition of the 2012 Uniform Swimming Pool, Spa, and Hot Tub Code published by the International Association of Plumbing and Mechanical Officials;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: That title 15 of the Mono County Code is amended by adding an entirely revised Chapter 15.04 entitled ABuilding Regulations and Uniform Codes@ that will read as set forth in Attachment "A" which is attached hereto and incorporated herein by this reference.

SECTION TWO: The previous ordinances set forth in Chapter 15.04 of the Mono County Code are hereby repealed.

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

SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage following a public hearing to be held pursuant to Government Code Sections 50022.2 et seq. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinances adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and **ADOPTED** this xxx day of February XX by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
LARRY JOHNSTON, Chair
Mono County Board of Supervisors

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
County Counsel

Title 15 BUILDINGS AND CONSTRUCTION

Chapter 15.04 BUILDING REGULATIONS.

15.04.010 Purpose of Chapter.

15.04.020 Express Findings.

15.04.030 California, International, and Uniform Codes Adopted.

15.04.040 Definitions.

15.04.050 Filing of Adopted Title 15 Codes.

15.04.060 Building Permit Expiration.

15.04.070 Building Permit Fees.

15.04.080 Engineering Plancheck.

15.04.090 Planning, Health, Public Works and Other Required Approval Prerequisite to Building Permit Issuance.

15.04.100 Board of Appeals.

15.04.110 Utility Connection.

15.04.120 Early Connection of Utility Service.

15.04.130 Snow Loads.

15.04.140 Concrete Placement During Cold Weather.

15.04.150 Foundation Perimeter Insulation.

15.04.160 Defensible Space and Fire Hazards Reduction.

15.04.170 Liquefied Petroleum Gas Facilities.

15.04.180 Installation of Liquefied Petroleum Gas Appliances.

15.04.190 Roof Projections.

15.04. 200 Manufactured Truss Submittal Requirements.

15.04.210 Environmental Air Ducts and Exhaust Ventilation.

15.04.220 High Rise Structure Requirements.

15.04.230 Penalties for Chapter 15.04 Violations.

15.04.010 Purpose of Chapter.

This chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed with issued County of Mono permits in compliance with this chapter.

15.04.020 Express Findings.

The Mono County governing body makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes-Title 24 are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes-Title 24 by including listed Appendices and Codes detailing requirements specific to the local climatic, geological or topographical conditions of Mono County. To facilitate ease of use by industry and Building Officials, certain of the amendments, additions and modifications to the regulations adopted by the California Building Standards Commission, Department of Housing and Community Development of the state of California and other agencies of the state of California, are made by reference to the appropriate California code.

15.04.030 California Building Standards Code-Title 24, Uniform, and International Codes adopted.

Subject to the modifications and amendments contained in this chapter, the following are adopted and incorporated into the Mono County Code by reference and shall have the same legal effect as if their respective contents were set forth herein:

A. **2013 California Administrative Code** (California Code of Regulations Title 24, Part 1) specific to administrative regulations of/for California Regulatory Agencies.

B. **2013 California Building Code**, (California Code of Regulations Title 24, Part 2) including the following Appendices: Appendix C (*Agricultural Buildings*).

C. **2013 California Electrical Code**, (California Code of Regulations Title 24, Part 3).

D. **2013 California Mechanical Code**, (California Code of Regulations Title 24, Part 4).

E. **2013 California Plumbing Code**, (California Code of Regulations Title 24, Part 5).

F. **2013 California Energy Code,** (California Code of Regulations Title 24, Part 6. Effective date for enforcement to be July 1, 2014 as mandated by the California Building Standards Commission).

G. **2013 California Historical Building Code** (California Code of Regulations Title 24, Part 8).

H. **2013 California Fire Code** (California Code of Regulations Title 24, Part 9).

I. **2013 California Existing Building Code** (California Code of Regulations Title 24, Part 10).

J. **2013 California Referenced Standards Code** (California Code of Regulations Title 24, Part 12).

K. **2013 California Residential Code** (California Code of Regulations Title 24, part 2.5) including the following appendix: Appendix J (*Existing Buildings).*

L. **2013 California Green Building Standards Code** (California Code of Regulations Title 24, Part 11). .

15.04.040 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. **"Approved"** means acceptable to the Building Official or Authority Having Jurisdiction (AHJ).

B. **"Building Division,"** "building department", "electrical department," "plumbing department," "administrative authority," or "housing department" means the Building Division of Mono County.

C. **"Building Official,"** "authority having jurisdiction [AHJ]" and similar references to a chief administrative position, means the Chief Building Inspector of the county; provided, however, that:

  1. Where such terms are used in connection with those duties imposed by a statute or ordinance upon the county health officer, said terms shall include the county health officer.

D. **"City,"** means the County of Mono when referring to a political entity, or an unincorporated area of said county when referring to area, "**City Clerk"** - means the county clerk and ex officio clerk of the board of supervisors, and **"City Council" or "Mayor,"** means the board of supervisors of the County of Mono.

E. **"Dwelling unit,"** includes but is not limited to, each single-family dwelling and each habitation unit of an apartment, duplex, or multiple-dwelling structure designated as a separate place for habitation of family; "dwelling unit" also includes each guest room.

F. **"Fire Chief,"** means the chief of the fire protection district wherein a particular building is or is to be located or, for any area not within a fire protection district, the same shall mean the county fire marshal designated by the board of supervisors.

G. **"Person,"** includes, but is not limited to, every person, firm, entity, or corporation engaging in a construction activity or through the services of any employee, agent, or independent contractor.

H. **"Trailer space,"** means each space, area, or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, trailer, van, bus, or other vehicle or mobile structure, at a time when the same is being used as living or sleeping quarters for human beings.

15.04.050 Filing of Adopted Title 15 Codes.

The Mono County Building Division shall maintain on file copies of the codes referred to in Section 15.04.030 and the codes shall be open to public inspection.

15.04.060 Building Permit Expiration.

All building permits and plan checks will expire under the following conditions:

A. All applications and plans submitted for plan review shall become void after a period of 180 days from the time of application, unless the application has been pursued in good faith or a permit has been issued. A building permit

application shall become void after 12 months (1 year) from the time of application, at which time any further application for the project will require a new plancheck fee and new application submitted.

B. All Building Division permits will become void thirty-six months (3 years) after issuance, unless:

1. A written request for a permit extension is submitted and approved by the Building Official, and;
2. The construction is progressing at a proponent's best rate, and;
3. The construction activity is posing no life-safety threat to the public or to any person.

C. If the building or work authorized by such permit is not commenced within 180 days from the date of permit issuance, or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced, the permit shall become invalid.

1. Suspension and/or abandonment shall be based on a lack of progress as determined by the Building Official. This would, include, but not be limited to, no inspections occurring for a period of more than 180 days since the last previously documented inspection, and no approved written extension of time. If a permit has expired, no work can recommence until a new application is applied for, plancheck is completed, all permit fees are paid, and a new permit is issued.
2. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 12 months (1 year) each. The extension shall be requested in writing and justifiable cause demonstrated.
3. The Building Official is authorized to re-activate expired permits on a case-by case basis. The applicant shall submit a written request to re-activate an expired permit with justifiable cause demonstrated. The Building Official, upon approval of such request, can grant, in writing, the re-activation of an expired permit for periods of time not more than 12 months (1 year) per approved request. Work associated with re-activated permits shall conform to the construction standards contained in the building codes in effect at the time the permit was originally issued.

D. To receive an extension of time on a building permit or to re-activate a permit, the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.

1. Upon review and approval by the Building Official, an extension may be granted for an additional year. Should this additional 12 months (1 year) time elapse, a new building permit shall be obtained prior to the continuation of work on the project.

15.04.070 Building Permit Fees.

All permit fees to include Building, Electrical, Plumbing, and Mechanical permits shall be paid to the Building Division in an amount set forth and adopted by resolution of the Board of Supervisors.

15.04.080 Engineering Plancheck.

Permit applications containing engineered design submitted to the Mono County Building Division for plancheck review exceeding Conventional Light-Frame Construction code provisions in order to address Seismic Design, Wind Load, Ground Snow Load, or because of unconventional or irregular design, may be subject to engineering plancheck review by in-house or contract engineering consultants as determined on a case by case basis by the Building Official. All commercial structures containing engineering design requirements shall be subject to engineering plancheck review. The expense for such plancheck and design review by qualified engineers shall be paid by the project applicant.

15.04.090 Planning, Health, Public Works and Other Required Approvals Prerequisite to Building Permits Issuance.

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the Building Official is satisfied that all required County Department application reviews for permits have been completed. This section shall also apply to any permit applications for projects in which reviews are required by other county departments.

15.04.100 Board of Appeals.

The construction Board of Appeals shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the Building Codes adopted by the Mono County, as amended from time to time including, but not limited to the following:

A. **Qualifications**. The Construction Board of Appeals ("Board of Appeals") shall consist of at least five (5) voting members, all of whom should be residents of Mono County. Any specific appeal shall be heard by the members.

1. The members shall consist of persons with experience in the field of construction and shall be qualified by experience and training to pass on matters pertaining to building construction.
2. All members shall be appointed by the Board of Supervisors.

3. No County officer or employee shall serve on the Board of Appeals.
4. The members shall serve for four (4) years and may be reappointed after that for successive terms.

B. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this Code do not fully apply, or an equally good or better form of construction has been proposed and denied by the Building Official.

1. The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the Board be empowered to waive requirements of these codes.
2. Any cost for tests or research required by the Board of Appeals to substantiate the claim of the appellant shall be the sole responsibility of the appellant.

C. Building Official Ex-Officio member. The Building Official for Mono County shall be an ex-officio member of the Board of Appeals, and shall act as secretary of said Board of Appeals, but shall have no vote.

D. Rules, Decisions, Legislative Recommendations. The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the Building Official with a duplicate copy to the appellant. The Board of Appeals shall establish the procedure by which three members are chosen to hear a specific appeal.

E. Appeals to Board. Any person aggrieved by a decision of the official charged with the responsibility of enforcing those respective codes may within twenty (20) working days of the decision appeal to the Board of Appeals for a hearing.

1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the County Board of Supervisors.
2. The appeal shall be filed with the County Clerk and respective official. A form will be provided at the County Clerk's office.
3. All supporting documents shall be submitted with the form at the time of filing the appeal.

F. Hearing. The County Clerk shall schedule a hearing within twenty (20) working days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing on the appeal to the person filing the appeal, subject official whose decision is involved and each member of the Board of Appeals.

1. The hearing shall be informal.
2. The Board of Appeals shall announce its decision within five (5) working days after the hearing has concluded.

G. Finality of Decision. The decision of the Construction Board of Appeals shall be the final administrative decision, and no provision of any ordinance of the County shall be interpreted as permitting a further administrative appeal to the County Board of Supervisors or any other county board or commission.

15.04.110 Utility Connection.

It is unlawful for any person, including utility companies, to connect electric power lines, liquefied petroleum gas, or water and sewer lines permanently to any building or structure for which a permit is required by this chapter until such installation complies with all applicable ordinances and codes and has been approved by County Building Division final inspection as required under the 2013 California Building and Residential Codes. This section shall not prohibit the erection and use of temporary power poles when approved by the Building Official provided that such temporary electrical connections and facilities are removed prior to connection of permanent lines and do not violate any provisions of the California Building Codes or other ordinances of the jurisdiction.

15.04.120 Early Connection of Utility Service.

Where no building is located on a lot or parcel, no permit shall be issued for an accessory building prior to issuance of a permit for a main building to be located on the same lot or parcel without the consent of the Planning Division. No permit shall be issued for new electrical service prior to the issuance of a permit to construct any structure unless it is demonstrated that the installation will not be in violation of the California Building Standards Code or any ordinances of the jurisdiction. Mono County shall have the authority to disconnect any electrical or other utility service if such installation poses an immediate hazard to life or property, or if such installation is in violation of any provisions of the California Building Standards Code or ordinances of the jurisdiction. The Building Official shall have the final authority to issue such utility service permits as specified in chapter 1 of the 2013 California Building and Residential Codes. All temporary electric power poles shall be installed per requirements found in Article 590 of the 2013 California Electrical Code and the serving utility company. The purpose of this provision is to furnish the Building and Planning Divisions with sufficient information concerning the uses, size, area of coverage, or location of any main building that will or may be constructed thereon, in relation to a septic system, accessory building, temporary power pole, or other utility services.

A. As used in this section, certain terms are defined as follows:

1. **"Accessory building"** means and includes any building or structure the use of which is customarily subordinate or incidental to that of a main building or a main use of a certain kind of lot or parcel, for example, a garage or storage building.
2. **"Jurisdiction"** means the governmental unit that has adopted the California Building Standards Code under due legislative authority. With respect to chapter 15.04, the jurisdiction is the County of Mono and its' various departments.

3. **"Main building"** means and includes a building or structure which is customarily used to carry out the main use of a lot or parcel of a certain kind.
4. **"Main use"** means and includes the principal or dominant use for which a lot or parcel of a certain kind is customarily used.
5. **"Temporary power pole"** means and includes any pole or equipment placed for the conveyance of electrical energy for a limited period of time and is used in preparing for the main use of a certain kind of lot or parcel.

B. Permanent electrical service for construction purposes may be connected to a building or structure prior to Building Division final inspection and approval provided:

1. The applicant completes a temporary power agreement, on a form supplied by the Mono County Building Division and meets all requirements of the Building Division.
2. The electrical installation poses no hazards to life or property, is in conformance with the California Building Standards Code and applicable ordinances of the jurisdiction, and there are no significant outstanding issues with the associated project.

15.04.130 Snow Loads.

All of Mono County shall be declared a snow area and this declaration pertains to all structures as defined in the 2013 California Building Code section 202. Mobile homes, modular homes, factory-built houses, and commercial coaches shall be subject to the specific design provisions of California Title 25 and under the jurisdiction of the California Department of Housing and Community Development (HCD). The snow loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Mono County Building Official.

Snow load reductions for roof pitch will be permitted per ASCE 7-10, provided the roof design does not allow snow to accumulate from ground level to the roof eave. This shall be assumed to be a minimum of ten (10) feet from eave to grade level. Design consideration shall be given to drifting snow and other accumulations on the roof, exposure, impact, effects on adjacent properties, and other dynamic loading due to snow avalanching onto lower structural elements and against projections such as vents.

A. **"Structure"** (as defined by the 2013 California Building Code section 202): That which is built or constructed.

MONO COUNTY SNOW LOAD DESIGN CRITERIA
2013 California Building Code

SNOW LOADS: Use Terrain Category D/Flat unobstructed areas ASCE 7-10 Table 7-2 *Ce* = 0.9 for high desert area roofs noted with *.
Use Terrain Category B/Partially Exposed ASCE 7-10 Table 7-2 *Ce* = 1.0 for all other roofs.
Use ASCE 7-10 Table 7-3 Thermal Factor *Ct* = 1.1 for all roofs.
Use ASCE 7-10 Table 1.5-2 Importance Factor I_s = 1.0 for all roofs.
Use Fig. 7-2b graph in ASCE 7-10 and "All Other Surfaces" curve for determination of Cs if roof meets criteria for slope reduction.

CLIMATE ZONE: 16

FROST DEPTH: 18" below exterior finished grade minimum

GROUND SNOW LOAD p_g PSF - ROOF SNOW LOAD p_f CONVERSION TABLE

HIGH DESERT LOCATIONS	ELEVATION	GROUND SNOW LOAD p_g (psf)	FLAT ROOF SNOW LOAD p_f =(.7)(0.9* or 1.0=C_e)(1.1=C_t)(1.0=I_s)p_g = (psf)
Chalfant Valley*	4,200 ft	55 psf	**38 psf**
Hammil Valley*	4,500 ft	55 psf	**38 psf**
Paradise*	5,000 ft	55 psf	**38 psf**
Topaz*	5,000 ft	55 psf	**38 psf**
Coleville*	5,100 ft	55 psf	**38 psf**
Benton*	5,400 ft	55 psf	**38 psf**
Walker*	5,400 ft	55 psf	**38 psf**
Bridgeport	6,470 ft	65 psf	**50 psf**
Mono City	6,899 ft	75 psf	**58 psf**
Long Valley (east of US 395)	7,000 ft	80 psf	**62 psf**
Tom's Place	7,000 ft	80 psf	**62 psf**
MOUNTAIN AREA LOCATIONS	**ELEVATION**	**GROUND SNOW LOAD p_g (psf)**	**FLAT ROOF SNOW LOAD p_f =(.7)(1.0=C_e)(1.1=C_t)(1.0=I_s)p_g = (psf)**
Swall Meadows	6,400	100 psf	**77 psf**
Sonora Junction	6,500	155 psf	**119 psf**
Rancheria Estates	6,600	105 psf	**81 psf**
Pickel Meadow	6,800	155 psf	**119 psf**
Lee Vining	6,800	120 psf	**92 psf**
Long Valley (west of US 395)	7,000	125 psf	**96 psf**
Lundy Lake (lower)	7,000	150 psf	**116 psf**
Crowley Lake	7,000	125 psf	**96 psf**

Bald Mountain/Arcularius	7,100	150 psf	**116 psf**
Twin Lakes	7,200	140 psf	**109 psf**
Devil's Gate	7,400	155 psf	**119 psf**
Crestview	7,500	150 psf	**116 psf**
Swauger Creek	7,500	150 psf	**116 psf**
Convict Lake	7,580	155 psf	**119 psf**
June Lake	7,600	155 psf	**119 psf**
Lundy Lake (upper)	8,000	285 psf	**220 psf**
Virginia Lakes	9,600	285 psf	**220 psf**

15.04.140 Concrete Placement During Cold Weather.

It shall be the responsibility of the contractor/installer to protect concrete placed in cold weather in accordance with chapter 19 of the 2013 California Building Code and the American Concrete Institute's guide for cold weather concreting as detailed in ACI 306R-10. Cold weather is defined as when the air temperature has fallen to, or is expected to fall below, 40 degrees F. Concrete must be protected by insulated vinyl blankets ('concrete blankets') or other methods found in ACI 306R-10, and be protected for a minimum of two (2) days for concrete exposed to weather while in service. Concrete in foundations with a section size and minimum dimension of 12 inches to 36 inches must be maintained at a minimum temperature of 50 degrees F.

15.04.150 Foundation Perimeter Insulation.

To protect under-floor plumbing from damage caused by freezing conditions, the perimeter of the under-floor area shall be insulated. This requirement is consistent with the freeze protection standards found in the 2013 California Plumbing Code. Concrete or masonry foundation walls shall be insulated with a material having a minimum R-value of R-8. Wood framed foundation walls shall be insulated with a material having a minimum R-value of R-19. Under-floor spaces that have such perimeter insulation, with no insulation between floor framing members, shall be considered indirectly conditioned space.

15.04.160 Defensible Space and Fire Hazards Reduction.

Prior to the issuance of a Certificate of Occupancy or final approval, the Building Official shall require that, where applicable, the defensible space requirements and other fire hazard reduction requirements have been met pursuant to chapter 7A of the 2013 California Building Code, section R327 of the 2013 California Residential Code, and as those Codes may be amended from time to time. These requirements include, but are not limited to, the following:

Properties shall be maintained in accordance with the defensible space requirements contained in Government Code section 51182 (unless exempted by Government Code section 51183 or 51184) and Public Resources Code section 4291, as applicable.

A. The existence or maintenance of any of the following conditions is prohibited:

1. Tree branches within 10 feet of a chimney outlet or stovepipe outlet;
2. Dead or dying tree branches adjacent to or overhanging a building;
3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
4. Flammable vegetation or other combustible growth within 30 feet of an occupied dwelling or structure which prevents the creation of a firebreak.
   Brush, flammable vegetation, or combustible vegetation located between 30 and 100 feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
5. Brush or other flammable material within 10 feet of a propane tank.

B. For the purposes of this section, the following definitions shall apply:

1. **Firebreak -** shall mean an area of land within 30 feet of an occupied dwelling or structure or to the property line, whichever is closer, in which all flammable vegetation or other combustible growth has been removed. The creation of a firebreak shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to any dwelling or structure. .
2. **Reduced Fuel Zone** - shall mean an area between 30 and 100 feet of an occupied dwelling or occupied structure or to the property line, whichever is closer, in which all brush, flammable vegetation or other combustible growth has been removed. The creation of a reduced fuel zone shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a dwelling or structure. Grass and other vegetation located more than 30 feet from the dwelling or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.

C. No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

15.04.170 Liquefied Petroleum Gas Facilities.

A. Liquefied Petroleum Gas (LPG) systems for single or multiple users shall be installed in accordance with the relevant provisions of the 2013 California Fire Code, 2013 California Plumbing Code, 2013 California Mechanical Code, and the 2008 edition of NFPA 58. LPG facilities means tanks, containers, container valves, regulating equipment, meters, and/or appurtenances for the storage and supply of LPG gas for any building, structure, or premises. The requirements contained in this section shall apply to all new LPG installations and upgrades or modifications to existing LPG facilities.

B. Integral two-stage regulators shall be permitted to be installed. Integral two-stage regulators, or first stage regulators, if used, shall be installed in accordance with the manufacturer's instructions. The two stage combination regulator or first stage regulator shall be plumbed from the tank with an approved looped soft-copper pigtail or other approved means to allow flexibility should tank shifting occur. The riser from the yard piping shall be located no more than three (3) feet horizontally from the walls of the tank. The transition from underground piping to above ground piping shall be accomplished via an approved sweep/riser or other approved method.

C. A second stage regulator, shut-off valve, and the riser pipe at the point of service entrance to a structure shall be installed in accordance with the manufacturer's instructions and be located on the non-shedding side of the building and directly attached to the building wall. The riser and exposed piping shall be installed as close as practicable to the side of the structure in order to minimize snow and ice accumulation between the riser/exposed piping and the side of the structure.

Exception 1: Existing facilities located on the shedding side of structures need not be relocated if the installation complies with all other provisions of this code.

Exception 2: Existing facilities at or above 7,200 feet located on the shedding side of structures need not be relocated if protected by an approved enclosure and the installation complies with all other provisions of this code.

D. A second stage regulator and shut-off valve, if installed at a building, shall be securely attached to the building and shall extend to a point such that the gas shut-off valve and second stage regulator are located at least five (5) feet, but no more than seven (7) feet above finish grade at elevations of 7,200 feet and above, and above the anticipated depth of snow at elevations below 7,200 feet. A shut-off valve shall be required at the point of service entrance at the exterior of a building when there is no tank on the same parcel with a shut-off valve. Buildings or structures served by LPG facilities containing multiple meters of three (3) or more shall be equipped with an emergency shut-off valve located at the building and capable of disconnecting the entire service to the structure.

E. No gas piping embedded in concrete. Gas piping shall not be embedded in concrete, asphalt, or similar materials. Gas piping passing through these materials shall maintain a one (1) inch clearance or be sleeved with an approved material.

F. Each vendor or contractor of LPG appurtenances to customers located in Mono County shall comply with the provisions contained in this section, though no provisions herein shall be interpreted to require the upgrading of noncomplying installations which are in good repair and nonhazardous so long as no modifications or upgrades are performed on such existing installations.

G. A vendor or permit applicant shall submit to the Mono County Building Division a plot plan identifying the LPG system for any project with new or upgraded LPG facilities. The plot plan shall be drawn on an approved form. The plot plan shall include, but not be limited to:

1. The tank location and distance from structure(s);
2. Number of tanks and capacity in U.S. gallons;
2. Location of the service entrance to the building(s) and shut-off(s);
3. Property boundaries;
4. LPG vendor and contact information.

H. The LPG vendor shall inspect each served installation for safety, including outside regulators, valves, meters, exposed piping, and other related LPG appurtenances at least once a year. Each vendor shall file with the Mono County Building Division a report of any uncorrected hazardous condition affecting any LPG installation served by such vendor within five (5) working days after discovery.

I. Snow stakes. The location of LPG tanks shall be permanently marked by a snow stake of sufficient height to rise above the anticipated depth of snow. The stake may be located near and directly attached to the riser pipe provided that the installation will not apply additional stress to the riser pipe. This requirement applies only to areas where the anticipated depth of snow can be more than the height of the LPG tank(s); with regard to this section, this would be regions at or above 7,200 feet.

15.04.180 Installation of Liquefied Petroleum Gas Appliances.

A. All Liquefied Petroleum Gas (LPG) burning appliances shall be installed with applicable provisions of the 2013 California Plumbing and Mechanical Codes and the 2012 edition of NFPA 54.

B. LPG burning appliances shall not be installed in a pit, basement, or similar location where heavier-than-air gas might collect. Appliances so fueled shall not be installed in an above-grade under-floor space or basement unless such location is provided with an approved means for removal of unburned gas. Approved mechanical ventilation methods shall extend to the outside of the structure and terminate to an unobstructed area (an area not subject to snow/ice accumulation or shedding). Other methods are subject to the approval of the Building Official.

C. LPG appliance vents, which extend through the roof shall terminate as close as possible to the ridge or uppermost portion of the roof, or be protected by methods identified in section 15.04.190. Vents, which extend through a wall or other vertical surface shall terminate above the anticipated snow height, but not less than ten (10) feet above grade or an adjacent uncovered walking surface at elevations of 7,200 feet and higher. Where a vent terminal extending through a wall or other vertical surface at elevations of 7,200 feet and above cannot be located at the ten (10) foot termination point due to existing construction, such vent terminals shall be located as high as practicable above grade or an uncovered walking surface.

15.04.190 Roof Projections.

All flues, fireplace chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the Building Official.

15.04.200 Manufactured Truss Submittal Requirements.

A. All manufactured trusses shall be designed by a California licensed civil or structural engineer.

1. Truss design submittals and calculations may be “Deferred Submittals” and shall be submitted prior to or at the time of roof sheathing inspection.
2. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

15.04.210 Environmental Air Ducts and Exhaust Ventilation.

Ducts used for domestic kitchen range shall terminate to the exterior, and be of metal and have a smooth interior surface. All bathrooms, water closets compartments, laundry rooms, and similar rooms shall be equipped with a mechanical exhaust ventilation system connected directly to the outside capable of providing a minimum ventilation rate of fifty (50) cubic feet per minute for intermittent ventilation or twenty five (25) cubic feet per minute for continuous ventilation specific to seasons of extreme cold and snow where exterior natural ventilation is not practical.

15.04.220 High-rise Structure Requirements.

Each building having floors used for human occupancy located more than fifty feet above the lowest level of fire department vehicle access shall comply with the standards set forth in Section 403 of Chapter 4 of the 2013 California Building Code and any similar requirements from time to time adopted by the California Building Standards Commission pertaining to high-rise buildings designed for human occupancy.

15.04.230 Penalties for Chapter 15.04 Violations.

A. **Unlawful Acts.** It shall be unlawful for any person, firm, vendors, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this code and the technical codes as amended and adopted by the County. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the County is declared to be a public nuisance and may be abated in the manner provided by law and subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.

B. **Notice of violation.** The Building Official and his or her deputy inspectors shall be vested with the necessary powers and duties for the exclusive purpose of enforcing provisions of this Code. The Building Official and his or her deputy inspectors may issue warnings or citations for violations, serve a notice of violation or order on the

person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

C. Prosecution of violation. If a notice of violation is not complied with as directed, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Further, any such violation may be subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.

D. Violation penalties. Any person who violates any of the provisions of this Chapter shall be subject to the penalties set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code.

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	February 4, 2014		
Departments: CAO			
TIME REQUIRED	20 minutes (5 minute presentation; 15 minute discussion)	**PERSONS APPEARING BEFORE THE BOARD**	Jim Leddy and Stacey Simon
SUBJECT	Mono County Seal and Tourism Logo		

AGENDA DESCRIPTION:

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

Proposed ordinance Adding Chapter 1.10 to the Mono County Code Relating to Official County Seal and Tourism Logo and Establishing Regulations for their Use.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@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
- Proposed Ordinance
- Chapter 1.10

History

Time	Who	Approval
1/29/2014 11:12 AM	County Administrative Office	Yes
1/29/2014 10:46 AM	County Counsel	Yes
1/29/2014 3:32 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
Christian Milovich
John-Carl Vallejo

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
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: February 4, 2014

Re: Adoption of County Code Chapter 1.10 related to the County Seal and Tourism Logo

Recommendation

Introduce, read title, and waive further reading of proposed ordinance Adding Chapter 1.10 to the Mono County Code Relating to Official County Seal and Tourism Logo and Establishing Regulations for their Use. Provide any desired direction to staff.

Fiscal Impact

None.

Discussion

Many cities and counties throughout California and the country have adopted policies governing how their proprietary artwork (such as seals, logos, or other insignia) may be used. The primary purposes behind such policies are to set forth clear guidelines as to the acceptable uses of such artwork, to protect the agency's investment in the work, and to avoid confusion as to the agency's position on any matter.

As noted recently in Western City Magazine, a publication of the Institute of Local Government (the research and education affiliate of the California State Association of Counties and the League of California Cities), such policies can be useful tools to protect and maximize the benefit of city and county seals and other insignia.

Consistent with the above, the proposed ordinance would add Chapter 1.10 to the Mono County Code, adopting policies applicable to the Mono County Seal and the Mono County Tourism Logo. The ordinance is based on similar policies adopted by other local entities in California and reflects applicable developments in the law.

As stated in the ordinance, its primary purposes are to prevent:

- Use of the County Seal or Tourism Logo that conveys, or is reasonably calculated to convey, a false impression of sponsorship, endorsement, or approval by the county or any department, agency, or instrumentality thereof;
- Confusion, deception or mistake as to the county's official position on any matter;
- Loss of the county's substantial investment of time, effort, and expense, in designing and developing the Seal and Logo;
- Loss or diminishment of the value of the Seal and Logo as unique signifiers of the government and tourism activities, respectively, of Mono County; and
- Use of the Seal or Logo for commercial purposes.

The ordinance accomplishes the above purposes by setting forth the uses to which the Seal and the Logo may be put without further approval of the County (e.g., to endorse county documents, instruments, or communications; for official, legal, and ceremonial purposes of the County; etc.) and by whom such uses may be made (departments, and elected and appointed officials).

The ordinance then provides for approval (from the Board for the Seal and by the CAO for the Tourism Logo) for uses not explicitly authorized. No use which would be inconsistent with the stated purposes may be approved. Violation of the ordinance would trigger enforcement by the County, which could include an injunction, the imposition of administrative fines, or other legal remedies.

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

ORDINANCE NO. ORD14-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 1.10 TO THE MONO COUNTY CODE RELATING TO OFFICIAL COUNTY SEAL AND TOURISM LOGO AND ESTABLISHING REGULATIONS FOR THEIR USE

WHEREAS, the County of Mono utilizes an official seal ("Seal"), which is printed on official county documents and instruments to validate their authenticity and to indicate institutional sanction for official, legal, and ceremonial purposes; and

WHEREAS, the County of Mono also utilizes a tourism logo ("Logo"), which is a graphic emblem used to identify documents, property, and programs of the Mono County Tourism Commission and Economic Development Department and to market or endorse the County as a tourist destination, among other purposes; and

WHEREAS, the Board of Supervisors desires to adopt the County Seal and the Tourism Logo into the Mono County Code and establish regulations relating to their use for the purposes of preventing:

1. Use of the Seal or Logo that conveys, or is reasonably calculated to convey, a false impression of sponsorship, endorsement, or approval by the county or any department, agency, or instrumentality thereof;
2. Confusion, deception or mistake as to the county's official position on any matter;
3. Loss of the county's substantial investment of time, effort, and expense, in designing and developing the Seal and Logo;
4. Loss or diminishment of the value of the Seal and Logo as unique signifiers of the government and tourism activities, respectively, of Mono County; and
5. Use of the Seal or Logo for commercial purposes.

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

SECTION ONE: Chapter 1.10 is hereby added to the Mono County Code as set forth in Exhibit A to this Ordinance and incorporated herein by this reference.

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and **ADOPTED** this _____ day of _____, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Larry Johnston, Chair
Mono County Board of Supervisors

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
County Counsel

Exhibit A

Chapter 1.10 COUNTY SEAL AND COUNTY TOURISM LOGO

Sections:

1.10.010 Definitions.
1.10.020 Purpose.
1.10.030 Design.
1.10.040 Use of Mono County Seal.
1.10.050 Use of Mono County Tourism Logo.
1.10.060 Penalties.
1.10.070 Severability.

1.10.010 Definitions.

A. Mono County Seal: the official seal of the County of Mono, as shown in subdivision A of section 1.10.030. The Mono County Seal is sometimes referred to in this Chapter as the "Seal" or the "County Seal."

B. Mono County Tourism Logo: the graphic design created on behalf of the Mono County Tourism Commission to serve as a logo for the Mono County Tourism program, as shown in subdivision B of section 1.10.030. The Mono County Tourism Logo is sometimes referred to as the "Logo" or the "Tourism Logo."

1.10.020 Purpose.

The purpose of this Chapter is to prevent:

1. Use of the Seal or Logo that conveys, or is reasonably calculated to convey, a false impression of sponsorship, endorsement, or approval by the county or any department, agency, or instrumentality thereof;
2. Confusion, deception or mistake as to the county's official position on any matter;
3. Loss of the county's substantial investment of time, effort, and expense in designing and developing its Seal and Logo;
4. Loss of the value of the Seal and Logo as unique signifiers of the government of the County of Mono; and
5. Use of the Seal or Logo for commercial purposes.

1.10.030 Design.

A. The Mono County Seal, is hereby re-established and re-adopted is as set forth in the following representation. The Seal shall still constitute the Seal whether in black and white, color, or other hue or tone combination and regardless of the size, character, or medium in which it is depicted.

B. The Mono County Tourism Logo, is hereby re-established and re-adopted as set forth in the following representation. The Logo shall still constitute the Logo whether in black and white, color, or other hue or tone combination and regardless of the size, character, or medium in which it is depicted.

1.10.040 Use of Mono County Seal.

A. The Mono County Seal is the property of the County of Mono. The Board of Supervisors is the custodian of the Mono County Seal. The Seal shall be used for purposes directly connected with official business of the county. Specifically, it may be used by county departments and elected and appointed officials acting in their official capacity to emboss official county documents, instruments, and communications for the purpose of validating their authenticity and indicating institutional sanction. The County Seal may also be used for official, legal, and ceremonial activities of the county. The Seal may not be used in any manner that would violate existing law governing the use of public property for campaign activity.

B. As custodian, the Board of Supervisors is authorized to determine appropriate usage of the Mono County Seal beyond those uses set forth in paragraph A. In making such determinations, the Board shall be guided by and limited to the purposes set forth in section 1.10.020, and shall not prohibit or regulate use in any manner that would violate or infringe upon any rights guaranteed by the United States or California Constitutions.

C. The Board of Supervisors may adopt regulations regarding proper design and form (e.g., colors, size, background, etc.) of the Seal which shall be applicable to all uses of the Seal upon adoption.

1.10.050 Use of Mono County Tourism Logo.

A. The Mono County Tourism Logo is the property of Mono County. The County Administrative Officer (CAO) is the custodian of the Mono County Tourism Logo. The Logo shall be used to emboss written materials, documents, presentations, products, banners, or other marketing materials which have been endorsed, sponsored, or approved by the Mono County Tourism Commission, Economic Development Department, or the Board of Supervisors, and which generally have as their purpose or effect, the promotion of Mono County as a tourist destination, the economic development of the county or the conveyance of official sanction or sponsorship by the county. In addition, the Logo may be used by county departments and elected and appointed officials acting in their official capacity for all purposes for which use of the Seal is authorized under section 1.10.040A. The Logo may not be used in any manner that would violate existing law governing the use of public property for campaign activity.

B. As custodian, the CAO is authorized, in consultation with County Counsel, to determine appropriate usage of the Logo beyond those uses set forth in paragraph A. In making such determinations, the CAO shall be guided by and limited to the purposes set forth in section 1.10.020, and shall not prohibit or regulate use in any matter that would violate or infringe on any rights guaranteed by the United States or California Constitutions.

C. The Board of Supervisors may adopt regulations regarding proper design and form (e.g., colors, size, background, etc.) of the Logo which shall be applicable to all uses of the Logo upon adoption.

1.10.060 Penalties.

A. Unauthorized use of County Seal.

Any use of the Seal not authorized by paragraph A or B of section 1.10.140 or in violation of regulations adopted by the Board of Supervisors pursuant to subsection C of section 1.10.040 is prohibited. In addition to any other remedy authorized by law, violation of this

Chapter shall be subject to administrative citation pursuant to Chapter 1.12 of this code and/or may be otherwise enjoined.

B. Unauthorized use of Tourism Logo.

Any use of the Logo not authorized by paragraph A or B of section 1.10.150, or in violation of regulations adopted by the Board of Supervisors pursuant to subsection C of section 1.10.050, is prohibited. In addition to any other remedy authorized by law, violation of this Chapter shall be subject to administrative citation pursuant to Chapter 1.12 of this code and/or may be otherwise enjoined.

1.10.070 Severability.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions or applications of this chapter which can be given effect without the invalid provisions or application and, to that end, the provisions of this chapter are declared to be severable.

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

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, Bill Van Lente 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:

Click to download

No Attachments Available

History

Time	Who	Approval

1/6/2014 3:24 PM	County Administrative Office	Yes
1/29/2014 10:43 AM	County Counsel	Yes
12/5/2013 2:27 PM	Finance	Yes

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Inyo-Mono UC Cooperative Extension Office

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

PERSONS APPEARING BEFORE THE BOARD Dustin Blakey

SUBJECT Presentation from County Director and Farm Advisor

AGENDA DESCRIPTION:

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

Brief presentation from the Inyo-Mono UC Cooperative Extension Office to review the past year and provide an update of research in and current services provided to Mono County residents.

RECOMMENDED ACTION:

Receive presentation from Dustin Blakey, County Director and Farm Advisor. No action of Board required.

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

- Staff Report
- 2013 Annual Report

History

Time	Who	Approval
1/6/2014 3:25 PM	County Administrative Office	Yes
1/29/2014 10:44 AM	County Counsel	Yes
1/24/2014 5:38 PM	Finance	Yes

University of California
Agriculture and Natural Resources

Inyo - Mono Cooperative Extension

207 West South Street
Bishop, California 93514
(760) 873-7854 office
(760) 873-7314 fax

http://ceinyo-mono.ucanr.edu

February 4, 2014

To: Honorable Chair and Members of the Board of Supervisors
From: Dustin Blakey, County Director and Farm Advisor

SUBJECT

Brief presentation from the Inyo-Mono UC Cooperative Extension Office to review the past year and provide an update of research in and current services provided to Mono County residents.

RECOMMENDATION

Receive presentation from Dustin Blakey, County Director and Farm Advisor. No action of Board required.

FISCAL IMPACT

None

DISCUSSION

The Inyo-Mono County Cooperative Extension Office serves the Eastern Sierra and provides informal education and advisement on matters related to agriculture, landscaping, and gardening. We administer the 4-H Youth Development Program, the Inyo-Mono Master Gardeners, and will be initiating a Master Food Preserver program in March. Currently the office has expertise in horticulture, but has access to Farm Advisors and UC faculty with backgrounds in other subjects.

Sincerely,

Dustin Blakey
County Director and Farm Advisor

Inyo and Mono Counties

UC CE University of California Agriculture and Natural Resources | Cooperative Extension

Annual Report

Dustin Blakey, County Director and Farm Advisor

A Message from Your Farm Advisor

It is hard to believe that it has been just under a year since I began this position as your first advisor with a Horticulture background. My goal is to provide the research and advisement necessary to help develop a larger, more resilient local food supply with an emphasis on small-scale production. I have also noted a need for education and research in Environmental Horticulture as public spaces play an important role in our economy and lifestyle.

Our unique climate poses special challenges. My research and extension program focuses on addressing these issues. I am also available to work with clientele on other agricultural production issues as needed.

4-H Youth Development Program

4-H is the largest youth organization in the world. In 2013 Inyo and Mono counties had 186 members in community clubs and 43 participants in other programs. 4-Hers learn by doing. Members gain experience in leadership, speaking, record-keeping, and personal responsibility through their project work.

4-H also works with youth to explore topics in science, technology, and engineering. Offerings this past year have included rocketry, entomology, GPS, environment and robotics. 46 Adult leaders led members in 26 projects this past year.

Local Food Support

The Farm Advisor's office has been providing educational and technical support for all community gardens in the region from Walker to Tecopa. Each has received site visits and many have hosted public educational events. We work with these gardens to address their specific needs.

We also work with commercial growers and IMACA, providing advice on food production issues they encounter in their emergency assistance programs.

In the coming year we will be conducting trials in Bishop and Darwin using pigmented shade cloth to address light intensity problems with vegetables. This cloth, created in Israel, is used to improve yields and protect valuable crops from sunburn. We will also be testing freeze protection and shade structures in Chalfant for endurance to high wind and harsh conditions.

Master Gardener Program

This year we trained 15 new Master Gardener volunteers spanning from Coleville to Lone Pine. Because the distances are so great, we used remote broadcasting via the Internet to make the classes more convenient for participants.

The program has hosted several public workshops including a popular class on edible landscaping. Our program continues to be supported through a grant by the Metabolic Studio. This has allowed us to keep costs low for members and to provide quality instructors from around California and Nevada.

The Master Gardeners provided 2,351 hours of community service in the last program year in projects ranging from public gardens to answering questions at local events.

This past year the program has expanded and enhanced our website. We have information on local conditions and we are expanding it as we discover more about what works (and doesn't) in our area. You can find our website at http://ucanr.edu/sites/mginyomono/ . We are also on Facebook.

Food Preservation

Demand for education in food preservation training has been high at our office. Home gardeners and those interested in the new opportunities allowed by the Cottage Food Act are driving interest in this topic.

Our office, in cooperation with current Master Gardener volunteers, will be bringing the UC Master Food Preserver program to Inyo and Mono counties in 2014 to address this need. Volunteers will be trained and certified to teach safe, research-based preservation techniques to our communities. The class will be held in late spring and details will be announced.

USDA Expanded Food and Nutrition Education Program (EFNEP)

In cooperation with the Kern County UC Cooperative Extension office, our office has been working this past year to bring USDA's EFNEP program to the Eastern Sierra. Normally this program is only housed in urban counties due to requirements to reach a large audience. By partnering with a larger county, we can serve rural clients and meet Federal requirements. We are filling a position in Ridgecrest for this purpose and plan to commence operation in January.

Our Mission

Cooperative Extension is a unique partnership of county, state and Federal governments to improve the well-being of Californians by acting as a bridge between the resources and knowledge of the University of California and our local communities for nearly 100 years.

We are a small office, but we are connected to a much larger system. **Let us know what we can do for you!**

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 4, 2014

Departments: Finance

TIME REQUIRED 2 hours (10 min presentation, 110 min. discussion)

SUBJECT Funding Support for Non-County Agencies and Organizations

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman and agency representatives

AGENDA DESCRIPTION:

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

Consider requests for funding support from non-county agencies and ortganizations

RECOMMENDED ACTION:

Designate amount of funding support to be awarded to each agency or organization. Provide desired direction to staff.

FISCAL IMPACT:

There is $40,000 appropriated in the 13/14 budget for this program.

CONTACT NAME: Leslie Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☑ NO

ATTACHMENTS:

Click to download

- Staff Report
- Four-Year Funding History
- Funding Policy
- Grant Applications

History

Time	Who	Approval
1/27/2014 3:52 PM	County Administrative Office	Yes
1/29/2014 10:55 AM	County Counsel	Yes
1/24/2014 6:27 PM	Finance	Yes

DEPARTMENT OF FINANCE
COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

Date: February 4, 2014

To: Honorable Board of Supervisors

From: Leslie Chapman, Director of Finance

Subject: Funding Support for Non-County Agencies and Organizations – AKA Community Grant Program

Recommended Action:
Designate amount of funding for each agency. Provide any desired direction to staff.

Fiscal Impact:
FY 12/13 $40,000 already appropriated in the approved budget

Discussion:
In December, after consulting with your board, the Finance Department sent copies of the Mono County policy regarding appropriation of public funds to support activities of non-county agencies and organizations to all the organizations that received funding during the two prior fiscal years as well as other community organizations who had not received prior funding. Ten applications were received by the January 15th deadline and are included in a separate attachment.

Applications were received requesting a total of $61,714. Attached is a table summarizing the individual requests, including a four-year history of the contributions, a copy of the relevant Board policy, and copies of the funding requests.

CONTRIBUTIONS TO OTHER ORGANIZATIONS

Organization	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Requested	FY 2013-14 Approved
Mammoth AYSO		2,995	2,700	3,000		
ML Swim Team		3,000	3,000	3,000	3,000	
Mono County Little League		3,600	3,600	3,000	3,000	
Ombudsman Advocacy Services	2,000	2,000	2,000	0		
UC 4H Science Camp		1,800	500	500		
June Lake Loop Historical Society		9,450		0		
Mono Basin Historical Society	5,000	5,000	5,000	5,000		
Southern Mono Historical Society			5,000	5,000	5,000	
Antelope Valley Historical Exhibit					7,500	
Chamber Music Unbound	10,000	10,000	8,000	8,000	7,000	
Mono Council for the Arts	20,000	20,000	13,000	11,000	7,500	
Jazz Jubilee - Mammoth Jazz Camp					5,000	
Mammoth Lakes Repertory Theatre					7,500	
Jazz Jubilee Festival	15,000	20,000	13,350	10,000		
June Lake Loop Music Festival				5,000		
ML Sierra Summer Festival	10,000	10,000	6,350	5,000		
Antelope Valley CERT				0	3,790	
Forest Service (E. S. Avalanche Center)				2,500		
Friends of the Inyo	10,000	10,000	5,000	5,000		
ML Trails and Public Access	15,000		5,000	5,000	7,424	
Sierra Bounty Produce Collective				2,000		
Yosemite Gateway Partners		5,000	2,000	2,000	5,000	
TOTAL	$87,000	$102,845	$74,500	$75,000	$61,714	$0

MONO COUNTY POLICY REGARDING APPROPRIATION OF PUBLIC FUNDS TO SUPPORT ACTIVITIES OF NON-COUNTY AGENCIES AND ORGANIZATIONS

INTRODUCTION

The Board of Supervisors desires to provide financial support for the activities of non-county agencies and organizations that promote economic development, enhance the lives of County citizens or improve the operation of County government.

PROCEDURES

1. Appropriation of funds.

   As part of the annual budget process the Board of Supervisors will adjust the prior year's appropriation and set the maximum appropriation available for support of qualified activities in the current fiscal year.

2. Application for funding support.

   Requests for funds will only be considered at one Board meeting during each fiscal year and must be submitted prior to September 15th. Requests must be in writing and include:

   - Complete description of the project or activity
   - Amount of funding support requested
   - Detailed budget including any other County or outside funding anticipated
   - Justification of the financial need for funding support

3. Approval of funding.

   The Board of Supervisors will consider applications during a regular public meeting after the budget process is completed. Applicants will be permitted to make brief presentations about their activity or project. The Board of Supervisors will prioritize each request based on the Board's assessment of its relative value to the County and its citizens. The Board will then determine the amount of funding, if any, to be provided in support of each applicant agency or organization. The Board will not duplicate support being provided to an applicant by another County agency such as the Tourism Commission.

4. Implementation.

   Each successful organization will be required to enter into a County contract for services and:

   - Provide proof of appropriate insurance as determined by the County Risk Manager
   - Mention the County's support in all advertising and promotional material associated with the contract activity
   - Use the funds for the designated project within the County's fiscal year.
   - Provide a detailed written report on the use of the funds within 30 days of the end of the fiscal year

Rev 7/6/10

MAMMOTH LAKES SWIM TEAM

MAMMOTH

MAMMOTH LAKES SWIM TEAM

SHARKS

January 13, 2014

Mono County Board of Supervisors
P.O. Box 556
Bridgeport, CA 93517

MLST
BOARD OF DIRECTORS

Chrissy Furness
Board President

Antonette Ciccarelli
Treasurer

Lisa Anderson
Secretary

Melissa Anderson
Member at Large

Mike Lach
Member at Large

Lisa Mueller
Member at Large

Dear Board of Supervisors,

I am writing to you on behalf of the Mammoth Lakes Swim Team, The Mammoth Sharks, to seek financial support. Our funding comes primarily from Mono County, the Town of Mammoth Lakes, registration from our swimmers, and our annual Shark-a thon (swim –a-thon) fundraiser. It is our hope that the county can once again contribute $3,000 towards the overhead of running our program. This would enable us to keep our fees at the same level for the upcoming season and offset cost increases in the areas of coaching, facility use fees, and capital improvement projects. Because of the licensing requirements and the time commitment required of our coaches, it is necessary that we hire for these positions. We are also the only sports team required to pay a usage fee of $1,600 for the facility. Your contribution would also allow us to continue to offer financial aid for residents who cannot afford swim team.

Each swim season the Mammoth Lakes Swim Team serves approximately 90 children throughout Mono County, ranging in age from 5 years old to 18 years old. Our goal is to provide a positive, enjoyable experience and environment that leaves a swimmer wanting to keep swimming as a lifelong activity, whether it is for fitness, recreation, or competition. The Mammoth Lakes Swim Team also strongly believes that being part of a swim team fosters self-discipline, self-confidence, responsibility, perseverance, good sportsmanship, and teamwork. These traits can produce world-class citizens, as well as world-class athletes. Despite only being a 3 month swim team, our swimmers do very well at swim meets against children who swim year round.

Your financial assistance will help us to continue this valuable program. Enclosed is our 2014 budget overview. Thank you for considering us in your appropriation of funds.

Antonette Ciccarelli
Board Treasurer

P.O. Box 9241 Mammoth Lakes Ca. 93546
antocicc@yahoo.com
(760)934-7450

Mammoth Lakes Swim Team
Profit & Loss Budget Overview
January through December 2014

Income	
Membership	29,333.07
Fundraisers	3,025.00
Mono County	3,000.00
Town of Mammoth Lakes	3,000.00
Interest	5.00
Total Income	38,363.07
Gross Profit	38,363.07
Expense	
Outside services	60.00
Facility Use	1,600.00
Insurance	2,011.00
Advertising	150.00
Bookkeeping	500.00
Depreciation	1,659.00
Fees	719.00
Supplies	1,766.00
Postage	25.00
payroll expenses	3,521.00
Mileage	1,195.00
Travel	2,544.00
Salaries	17,853.00
Staff Training	419.00
Scholarship	1,000.00
Total Expense	35,022.00
Net Income	**3,341.07**

MONO COUNTY LITTLE LEAGUE

Mono County Little League

PO Box 18
Mammoth Lakes, CA 93546

January 10, 2014

Leslie L. Chapman
Finance Director
PO Box 556
Bridgeport, CA 93517

RE: Mono County Little League request for $3,000 grant from 2013/14 Community Grant Program

Dear Ms. Chapman and County Supervisors:

Mono County Little League offers youth baseball programs to children ages 4-15 in Mono County. Our spring baseball season typically runs April through July, including practices and post-season play. We are a volunteer based organization, wholly dependent on volunteers to run our organization and our program.

In 2013, we had the following participation levels:

- 180 children registered
- 83 volunteers registered
- 15 regular season teams
- 2 post season "All Star" teams (We are proud to have sent teams representing Mono County in 2 different age divisions to All Star Tournaments, one in Tehachapi and one in Boron, in 2013!)

To operate our program, we rely on registration fees, sponsorships and local community grants. In 2013, our sponsorship and grants included funding from local businesses, Mono County, and the Town of Mammoth Lakes. We strive to provide a quality program, while maintaining low registration costs to keep baseball available to any interested Mono County child.

This year we request $3000 from the Mono County Community Grant Program, which is the amount generously granted to MCLL last year. This will again be used to offset the cost of financial assistance and to help pay for uniforms.

- **Financial Assistance:** In addition to striving to keep registration costs down for everyone, each year we award financial assistance to families in need. During the 2013 season, we had 180 youth participants with 6 of them receiving full need-based "scholarships" of $70. We also gave discounts for "earlybird" registration, for siblings of the first registered player and for coaches' children as a way of saying thank you for their time and dedication. Over half of all players received one of these discounts.
- **Uniforms**: Uniforms alone totaled $6277.87 last season (including all star uniforms). Over the past several years, we have reduced our uniform cost by collecting and reissuing jerseys and

belts from year to year; however, we still provide pants, hats and socks for the players to keep. We also need to replace the jerseys and belts every few years and have budgeted $9300 in 2014, which includes replacement jerseys for 4 teams.

Looking forward, we would like to consider the opportunity to host an All-star Tournament here in Mono County. As we have mentioned in past requests, to do that, we need to purchase several thousand dollars' worth of new equipment, including additional fencing for the outfield. We are pleased to report that for 2014 we will have outfield fencing for two fields. While hosting an All-Star Tournament is still a lofty goal, we are making progress!

Any financial assistance you can give us will be greatly appreciated. Enclosed is our proposed budget for the 2014 season. Please do not hesitate to contact me if you have any questions regarding our program or our budget. Thank you for considering us in your appropriation of funds.

Sincerely,

Kristy

Kristy Williams
Treasurer, Mono County Little League
(760) 709-1493

Mono County Little League 2014 Budget

Income	2014 Budget
Registration Fees	$ 8,500.00
Business Sponsorships	$ 6,600.00
Town of Mammoth Lakes	$ 3,700.00
Mono County Community Grant	$ 3,000.00
Total	**$ 21,800.00**

Expenses	2014 Budget
Little League International - Charter, Insurance & Fees	$ 2,000.00
Uniforms	$ 9,300.00
Equipment	$ 4,500.00
Trophies	$ 500.00
Team/Individual Photos	$ 800.00
Coaches' tools (Coach Deck, coaches' clinic speaker)	$ 500.00
Safety Supplies (volunteer badges, first aid kits, rule books)	$ 350.00
Field Rental - TOML	$ 1.00
Food - Volunteers/Meetings (draft, clinics)	$ 250.00
Opening Day - banners, supplies	$ 150.00
Closing Day - banners, supplies, food	$ 450.00
Facility Rental (MHS Gym, MES Library, Storage $300)	$ 400.00
Marketing - Registration Banners/Flyers	$ 100.00
Office supplies (incl PO Box annual fee $56)	$ 100.00
Website and online registration system	$ 100.00
Training (umpire)	$ 500.00
Post season - registration, uniforms, coaches thank yous	$ 1,700.00
Contingency	$ 99.00
Total	**$ 21,800.00**

SOUTHERN MONO HISTORICAL SOCIETY

- Complete description of the project or activity

"The purposes of the society are the enhancement of public knowledge of the history of Southern Mono County, California and the collection and display of artifacts pertaining to such history. The Society has established an historical museum at the Hayden Cabin in Mammoth Lakes to collect, preserve and display interpretively various artifacts that have historical significance of the area. We are presently developing a time line to prepare for and move the Warta Cabin from its present location to a site adjacent to the Hayden Cabin."

- Amount of funding support requested
  $5,000.00
- Detailed budget including any other County or outside funding anticipated

Budget 2013

Income	Amount	Percent
Donations	$7,600.00	24.32%
Membership Dues	$2,000.00	6.40%
Fundraisers	$3,800.00	12.16%
Sales	$700.00	2.24%
County Grant	$5,000.00	16.00%
Town Grant	$12,150.00	38.88%
Other Grants	$0.00	
Total income	$31,250.00	100.00%

Expenses, Museum Operations	Amount	Percent
Electricity	$500.00	1.60%
Exhibits	$738.00	2.37%
Gift Shop	$800.00	2.56%
Insurance	$1,040.00	3.33%
Maintanance	$898.00	2.88%
Port-A-Pot	$1,000.00	3.21%
Telephone	$1,500.00	4.81%
Advertising	$901.00	2.89%
Fees/Dues	$800.00	2.56%
Fundraisers	$2,800.00	8.97%
Office	$1,500.00	4.81%

Supplies			
Postage		$250.00	0.80%
Copy & Printing		$700.00	2.24%
Sales Tax		$90.00	0.29%
Maintenance and repair fund		$0.00	
Other	Accountants and penalties	$0.00	
Total non employee expenses		$13,517.00	43.33%
Employee & Payroll Expenses		Amount	Percent
Exectutive Director		$0.00	
Curator		$12,117.00	38.84%
Collection Manager		$2,165.00	6.94%
Taxes		$2,000.00	6.41%
Housing		$0.00	
Workmans Comp.		$1,400.00	4.49%
Total Employee Expenses		$17,682.00	56.67%
Total Expenses		$31,199.00	100.00%
Difference between income and expenses		$51.00	0.16%

-
- Justification of the financial need for funding support

  As you can see by the attached budget without this support from the county we run at a significant loss. We believe the operation of our museum and our work to continue to add to our data base of local history is an important cultural contribution to our area, for locals and visitors alike.

ANTELOPE VALLEY HISTORICAL SOCIETY

NORTHERN MONO CHAMBER OF COMMERCE

Northern Mono Chamber of Commerce
And
Antelope Valley Historical Exhibit
15281 Hwy. 395 - Topaz, CA 96133
Phone: (530)208-6074

January 13, 2014

To Mono County Board of Supervisors

From Northern Mono Chamber of Commerce
Pam Hamic President and Rose Murray Member

Regarding: Request for funds for the creation of the Antelope Valley and NMCC Historical Exhibit and Visitor Center.

Complete description of the project or activity:
The opening and continual showing of the Antelope Valley Historical and NMCC exhibit and Visitor Center to be placed at Walker Country Store in Walker Ca. The insurance will be handled by the Chamber of Commerce. Historical artifacts of the Antelope Valley and Walker area will be purchased and donation of historical artifacts, cash donations, and items will be requested from community. The items will be stored and shown in cases and attended by Chamber members and Friends of Chamber and Walker Country Store. Items will be sold to help purchase new items and the continual future needs of the exhibit. Type of items will be books, postcards, and other retail items.

Purpose of exhibit is to make local population and out of town visitors aware of our heritage, history, and bring awareness of our local lands, events, and local activities in the valley. This will be accomplished by artifacts, books, brochures, rack cards for events, and more.

- Amount of funding support requested $7,500.00
- Detailed budget including any other County or outside funding anticipated is attached.

Thank you,
Pam Hamic
NMCC President

Antelope Valley Historical and Northern Mono Chamber of Commerce

15281 Hwy. 395 - Topaz, CA 96133

PHONE: (530)208-6074

ANTELOPE VALLEY HISTORICAL AND NMCC EXHIBIT

2014

EXPENSES:

		BUDGET
1.	AQUSITION OF ARTIFACTS	$4,500.00
2.	CASES, FILE CABINETS, OFFICE FURNITURE	$1,500.00
3.	BOOKS, POSTCARDS, ETC ITEMS FOR RESALE AND PURCHASE OF NEW ITEMS FOR EXHIBIT AND RESALE.	$1,500.00
	TOTALS	$7,500.00

REVENUE:

		BUDGET
1.	BUSNINESS AND COMMUNITY DONATIONS	$750.00
2.	COUNTY FUNDING	$7,500
3.	RETAIL ITEMS SALES PER YEAR	$3,000
	TOTALS	$11,250.00

ANTICIPATED REVENUE GAIN: $1,500.00
(TO BE USED FOR NEW ITEMS FOR EXHIBIT)

INSURANCE COST WILL BE PROVIDED BY THE NORTHERN MONO CHAMBER OF COMMERCE. OUTSIDE DONATIONS FROM COMMUNITY IS ANTICIPATED AND DONATION BOX WILL BE PLACED AT EXHIBIT. NO OTHER FUNDING FROM OUTSIDE AGENCIES WILL BE REQUESTED.

CHAMBER MUSIC UNBOUND

CHAMBER MUSIC Unbound

PO Box 1219
Mammoth Lakes, CA 93546
Tel./fax (760) 934-7015
Email: Felici@ChamberMusicUnbound.org
www.ChamberMusicUnbound.org

Leslie Chapman, CPE
Mono County Finance Director
PO Box 556
Bridgeport, CA 93517

January 13, 2014

Dear Ms. Chapman and Mono County Supervisors:

On behalf of Chamber Music Unbound and its beneficiaries, I would like to thank the County of Mono for its $8,000 grant for the 2012-13 season. These funds helped provide instruments and tuition scholarships to in-need Mono County students, school assemblies, and concerts with the Felici Trio and renowned guest artists. County support also allowed CMU to continue the after-school string program in Lee Vining and the Sierra Academy of Music at Cerro Coso College.

For more detailed information on our previous season's activities and how they were helped by Mono County funds, please refer to our final report, which we forwarded in early August.

As during the past 16 years, CMU continues to serve the residents and visitors of Mono County with programs of the highest quality by:

- featuring international guest artists in two world class concert series (winter and summer)
- providing group and individual instrumental lessons to over 150 local students year-round
- offering in-school "Kids Concerts" in classroom visits or assemblies

CMU's education programs are offered at a minimal participation fee to make them accessible to all. This year, CMU will provide over $15,000 in scholarships for instrumental instruction to students that seek out this unique educational opportunity. There are very few places throughout rural America where young people can receive professional level musical instruction. Mono County, proudly, is one of those places.

Please see the attached list of specific projects, CMU's 2013-14 approved budget, a list of supporters, and materials on our current season of concerts and music education.

Thank you for your consideration and we look forward to updating the Supervisors in-person.

Sincerely,

Brian Schuldt
Executive Director, CMU

cc: Larry Johnston, Byng Hunt, Fred Stump, Tim Fesko, Tim Alpers

Programs and Request Amounts

Below are those programs for which CMU is requesting funding.

1. Kids Concerts. CMU presents educational outreach programs for all ages in the local elementary, middle and high schools. Members of the Felici Piano Trio design and conduct the presentations in a variety of settings including classrooms and assemblies. The school events cover a wide array of topics, from composer portraits to linking classical music to other experiences in children's lives, like sports, movement, dance, and storytelling. CMU's *Kids Concerts* have been recognized in the past through funding by the National Endowment for the Arts, California Arts Council and Chamber Music America. CMU's programs engage students in the musical process through active listening and hands-on experiences with the goal of nurturing the love and understanding of music in every child. We have preliminary agreements to conduct outreach at several schools in Mono County, including Mammoth Elementary and Middle Schools, Edna Beaman School, Bridgeport Elementary, and Lee Vining Elementary School.

This year, the local school districts have little or no funding available for music education, so Mono County funding is especially crucial.

Total CMU 2013–14 Project Budget: $25,000 **Project Grant Request: $2,000**

2. Community Music School Programs for Youth: (Mammoth Elementary Strings, Honor's Strings, Lee Vining Strings, Individual Lessons). Members of the Felici Piano Trio provide individual and group instrumental instruction, coach chamber ensembles and direct youth chamber orchestras. Currently, over 120 young Mono County instrumentalists aged 4-18 are receiving weekly lessons through these programs. Studies have shown that the study of an instrument promotes musical literacy, hones listening skills, inspires creative expression and conveys a sense of historical and cultural belonging. The most advanced young players of the Honors Strings group participated in the 4th of July "Pops in the Park" concert this year, and some qualified for the Sierra Academy of Music during the summer. In order to keep group programs available to all students, participants pay $6.00 per hour of instruction. This season alone, CMU is awarding over $15,000 in tuition and instrument scholarships for those unable to pay.

The fees collected for this program do not cover the associated expenses such as facility costs, instrument maintenance (CMU has 90 loaner string instruments) tuition scholarships and teachers' fees. The funding shortfall must be filled by donations and grants from entities like the County of Mono.

Total CMU 2013–14 Project Budget: $70,000 **Project Grant Request: $2,000**

3. Winter Chamber Music Concert Series. CMU presents an annual winter concert series of chamber music featuring the Felici Piano Trio and other outstanding professional chamber musicians from around the world. The 2013-2014 season consists of five distinct programs, with each program presented two times in different venues in Mono, Inyo and Kern counties for a total of 10 formal concerts. The winter season features a variety of exciting chamber music with distinguished guests from across the U.S. Please see the attached winter brochure for more information.

Ticket sales cover only a portion of our facility costs, piano maintenance, advertising, travel and artists' fees – even when all of our renowned guest musicians have agreed to perform for reduced compensation.

Total CMU 2013–14 Project Budget: $54,000 **Project Grant Request: $1,000**

4. Mammoth Lakes Music Festival. CMU presents this series of eight summer concerts held at Cerro Coso College in Mammoth Lakes from mid-July to early August. While the 2014 festival is still in the planning stages, we have already contracted several outstanding guests, among them Corey Cerovsek (renowned violin soloist), Ron Selka (Principal Clarinet, Israel Philharmonic), Mark Kosower (Principal Cellist, Cleveland Orchestra), and Nokuthula Ngwenyama (Director of the Primrose Competition). Members of the Felici Trio and the guest artists combine in duos to octets, performing chamber music in the lobby of the college.

Mono County funding will help offset increased facility use charges from Cerro Coso College and the cost of travel for our wonderful guest artists.

Total CMU 2013–14 Project Budget: $60,000 **Program Grant Request: $1,000**

5. The Sierra Academy of Music (SAM). The 5th annual SAM takes place during the first two weeks of the Music Festival, at Cerro Coso College in Mammoth Lakes. Comparable to the Aspen School of Music, the Banff Center and similar institutions, the Sierra Academy is an intensive music academy for outstanding young instrumentalists ages 14-24, designed to develop and refine the skills needed for excellence in solo and ensemble performance. The weekly schedule consists of alternating days of private lessons, coached ensemble sessions, and masterclasses with outstanding faculty members – the world-renowned performing artists of the concurrent Music Festival. Amongst them are some of the finest teachers and performers active in the U.S. today, such as Avery-Fisher-Award winners Nokuthula Ngwenyama and Mark Kosower. The faculty represents such renowned institutions of musical learning as L.A.'s Colburn School, the Cleveland Institute, Indiana University, University of Colorado and more. Students' daily schedules include individual practice time, chamber orchestra rehearsals, and un-coached student ensemble rehearsals, as well as a theory and ear-training class, a language class, and attendance of faculty concerts at night. CMU offers significant scholarships to SAM (over $10,000 in 2013), enabling talented music students from the area, across the state, the country and abroad, to attend, regardless of financial means. Concurrent with SAM, CMU offers SAM Jr. for promising young players, ages 10-14, attracting many local students.

As this is CMU's 'youngest' program, it has the greatest need at this point. We would very much appreciate the county's consideration in additional funding. This program contributes greatly to developing Mono County as a destination for visitors seeking cultural activities of the highest quality. Yet, at the same time, it also helps local young musicians in their pursuit of excellence, through interaction and collaboration with dedicated peers and world-class faculty.

Total CMU 2013–14 Project Budget: $45,000 **Program Grant Request: $1,000**

Total Requested Amount
$7,000

8:16 AM
11/22/13
Accrual Basis

Chamber Music Unbound
Profit & Loss Budget Overview
July 2013 through June 2014

	Jul '13 - Jun 14
Income	
Contributions & Grants	174,950.00
Investment Income	36.00
CD Sales	1,000.00
Fundraising	12,000.00
Fundraising Events	6,500.00
Admissions & Ticket Sales	40,000.00
Advertising Income	2,600.00
School Outreach Program Fees	3,600.00
Concessions	1,500.00
Workshop & Tuitions	68,790.00
Workshop Housing Income	20,000.00
Student Meals - Income	1,000.00
Instrument Maint Fees	1,500.00
Total Income	333,476.00
Expense	
Employee Wages	123,560.00
Payroll Taxes	9,840.00
Workers' Comp Insurance	2,352.00
Health Insurance & Benfits	29,872.00
Instrument Allowance	1,800.00
CD Purchase and Costs	2,200.00
Media & Website	18,730.00
Rents	13,815.00
Office Utilities	2,100.00
Postage	4,310.00
Supplies	3,104.00
Bank/Visa Processing Fees	2,400.00
Accounting & Tax	900.00
Licenses & Fees	504.00
Dues & Subscriptions	360.00
Insurance	3,500.00
Sales Tax	150.00
Artist Fees, Housing & Travel	83,480.00
Event Set up Costs	6,000.00
Piano Rent & Tuning Costs	3,400.00
Employee Mileage	2,350.00
Student Meals	2,500.00
Workshop Housing Costs	19,000.00
Cerro Coso Tuition	2,000.00
Instrument Maintenance & Repairs	480.00
Total Expense	338,707.00
Net Income	-5,231.00

MONO COUNCIL FOR THE ARTS

MONO COUNCIL FOR THE Arts

January 15, 2014

Dear MONO COUNTY Board of Supervisors,

MONO COUNCIL FOR THE ARTS (MCA) is grateful for the opportunity to request funding from the county for our After School Art Clubs and Kids Summer Art Camps for this current fiscal year. We are requesting $7,500.00 which will enable us to hold these clubs in the north part of the county and summer art camps all around the county. Please review the attached Budget for an explanation of the breakdown of our request.

Mono County has been an enormous supporter for helping MCA bring the arts to our children around the county ever since we began our ESCAP programs 7 years ago. You have awarded us up to $20,000 in the past; last year's award was $11,000. As the county needed to pare down their budgets, MCA began talks with Mono Co. Office of Education. MCOE has worked with us to introduce the Meet the Masters Program to all elementary school students in the county. This means that each student learns about the lives and art techniques of famous artists and is able to create a piece of art based on their knowledge of that artist's style. MCOE matches the Mono Co. award.

MCA receives an Artist in Schools grant from the California Arts Council which we use to bring artists in residence to our north county schools. This introduces our children to a mentorship by local artists as well as creating income for the artist. We are blessed to have 3 artists that are willing to teach our children: Kendra Knight from Mammoth, Annie Reavey from Walker and Danielle Dublino from Bridgeport. This $7500 grant would add $550 to our After School Program for this school year.

Our FREE Kids Summer Art Camps have been an enormous success in some areas and we are focusing on the needs of those towns that wish for summer art clubs. Our Mammoth camp has 40 kids a day participating. Walker really supports this program as well. The best success we've had in Bridgeport is from having the kids decorate a float for the 4th of July parade so we will add that camp this summer. We are also adding a Mammoth camp to teach our older students how to make movies! This remainder of the $7500 would fund our summer camps. There is confusion because the current county fiscal year includes last summer so we are asking for either reimbursement for funds we have already spent (paid for by MCA) or for this coming summer's art camps.

Because of necessary budget cuts, MCA has had to bring this ESCAP budget down to bare bones. In 2011-12, our budget was $41,700 with Mono Co. allotting us $13,000. In 2012-13, our budget went down to $34,900 with Mono Co. awarding us $11,000. Our current budget is $25,200 and we are asking the county for $7500. This year we will try and seek outside help to add assemblies to the north part of the county. We sponsor 2 fundraisers, Mammoth Celebrates the Arts and the Labor Day Festival of the Arts &

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Music, which provide operational support for the arts council. Unfortunately, this leaves very little funds for arts education.

We have developed relationships with MCOE and Stacey Adler as well as with all the superintendents and principals of our counties schools. MCA is passionate about getting the arts to our children and we deeply appreciate any help that the Board of Supervisors can provide. When we began our ESCAP Programs in 2007, there was hardly any art offered in Mono Co. Schools outside what the state mandated for high school students to graduate. We are very proud of the programming we have developed. We hope that you understand the importance that the understanding of the arts can bring to the total development of children. I look forward to giving you a more in-depth discussion of what your arts council is doing for the arts in our county.

Thank you for considering our request. It means a lot to our children!

Sincerely,

Gaye Mueller
Executive Director, MONO COUNCIL FOR THE ARTS
www.MonoArts.org
(760)937-2942

ESCAP (Eastern Sierra Children's Art Programs)
PROPOSED BUDGET July 1, 2013-June 30, 2014

SOURCES OF INCOME:

California Art Council (Artist in Schools grant)	$7,700.00
Mono County Board of Supervisors	$7,500.00
Mono Co. Office of Education (Meet the Masters)	$10,000.00
	$25,200.00

EXPENSES:

KIDS SUMMER ART CAMPS	Actual 2013	Proposed 2014
Mammoth (5weeks, 12 hrs/wk)	$5611	$4050
Walker (4weeks, 16 hrs/wk)	2208	1900
Bridgeport (1week, 16 hrs, float building)	0	600
ESCAP Coordinator		400
	$7819	$6950

AFTER SCHOOL ART CLUBS	
Bridgeport Elem (4hrs/wk)	$3525
Antelope Valley Elem (4hrs/wk)	2700
Lee Vining Elem (3hrs/wk)	2025
	$8250

MEET THE MASTERS (reimbursed by MCOE)	
Mammoth Elem (mostly taught by volunteers)	1310
Mammoth Middle School	465
Antelope Valley Elem	2100
Bridgeport Elem	1125
Lee Vining Elem (some teachers will teach MTM)	300
Edna Beaman	675
Art Supplies	625
ESCAP Coordinator	3400
	$10,000

TOTAL EXPENSES	$25,200.00

Please note: This includes NO monies for assemblies, scholarships or art supplies.

MAMMOTH JAZZ CAMP

MAMMOTH JAZZ JUBILEE

MAMMOTH JAZZ CAMP July 13-20, 2014

Occurring concurrently with the Mammoth Lakes Jazz Jubilee is the Jazz Music Camp for students ages 13-17.

The Mammoth Lakes Jazz Jubilee Camp, affectionately know as the Mammoth Jazz Camp, will be celebrating its 20th year this summer from July 13-20. This highly sought after youth jazz camp seeks to educate students on the traditional form of American music...jazz! Many participants including local students from the Mammoth Jazz Camp have continued their musical pursuits. In fact, many have gone on to become music teachers and professional musicians all over the world. The Mammoth Jazz camp is an amazing, life-altering experience unlike anything found elsewhere, unique in its location, instruction and performances.

Each year an average of 42 students creating six bands have come from local schools all over California, Nevada, Arizona, Idaho, Florida, New York, and even Canada. These 13-17 year olds are taught the basics of traditional jazz, solos and ensemble improvisation, instrumental technique, harmony and scales, creating jazz solos, etc. throughout the week culminating in performances in the 26th annual Mammoth Jazz Festival alongside seasoned professional musicians from across the country and world.

Students are taught by some of the finest (and funniest) professional trad jazz musicians from all across the country. These award winning musicians, who have performed throughout the world, come together as instructors and a band know as the 'Professors'. One would never know that they only play as a group during the Mammoth Jazz festival and when instructing at only two other camps. With technical excellence coupled with wit and humor, these personable and passionate musicians love to teach music, specifically jazz music. The instructors have performed with Elton John, Bob Hope, Julie Andrews, Sheryl Crowe, The Beach Boys, Pete Fountain, Ray Charles, Count Basie, Tommy Dorsey and Woody Herman orchestras, as well as having performed for several presidents and more!

Although the emphasis is on jazz music instruction, the camp is so, so much more. It is about camping in the Eastern Sierra, developing lifelong friendships, leadership and performance skills. Students arrive on a Sunday afternoon. Most have never met before, let alone played music together. Returning participants gladly welcome them in for a bond few will ever understand. That first evening the 'professors' hold auditions and give an instrumental demonstration of the specific roles of each instrument in traditional jazz. Monday morning, students are placed in one of six bands of similar abilities while maintaining the formation of traditional jazz ban composition (piano, drums, banjo/guitar, bass/tuba, reeds, trumpet, and trombone).

Students receive semi-private and small group lessons regarding jazz theory, instrument sectionals, and as a band. Even with the demanding schedule, students are still able to find time to shop, sightsee, hike and generally explore the surrounding areas...many of whom have never seen before. After barely four days of rehearsal an instruction, night performances and jam sessions, the six bands get

more than just a final concert. They get to perform on the same stages the professionals play. They play and sing their hearts out in one of the largest jazz festival in the United States. More often than not, students leave Mammoth in anticipation of returning to again be part of 'camp', visit and vacation.

****

Students are asked to pay a fee of $625 to cover expenses without profit. They include the cost of the band/instructors and their transportation, meals for the students, event shirts, use of the Mammoth High School classrooms, and housing. In the past the City of Los Angeles has provided us with Camp High Sierra at a considerable discount. In our preliminary discussions, with Mammoth Mountain Ski Area, they have assured us they will reserve the dates for us at a similar price. Based on this verbal promise we have projected the housing expense in our budget.

Frequently, some students are unable to pay the entire fee. Mammoth Lakes Jazz Jubilee has absorbed the shortage by way of gratuitous 'sponsorships' for those students.
Last year, 2013, we had 46 students with a shortfall of $4,438.

We are requesting $5,000 for the 2014 Jazz Camp to assist in covering this shortfall and to help guarantee the continued success of what is truly a very valuable, unique, educational...recreational experience. Although we typically think of recreation as involving physical competition, a ball, a field, etc., classroom instruction and competition and self-improvement we believe fits the definition quite neatly as well.

FYI-Local music teacher, Cameron Yassaman, anticipates an increase in local students attending this summer's camp based on his current enrollment in music classes.

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Budget is based on 2013 Actuals (spreadsheet and PDF copy from our accountant Bill Greene is attached)
We are projecting 2014 P&L will be very similar to 2013 with
Income: $22,500 Expenses: $27,000 Loss/scholarships: -$5,000

Thank you for your considerations!

Kris Olsen - MLJJ Director
Mammoth Jazz
P.O. 909
Mammoth Lakes
mammothjazz@gmail.com
(760) 934-2478

Mammoth Jazz Camp 2013 Actuals

INCOME:

Tuitions

$22,300.00							TOTAL:	$22,300.00

EXPENSES:

Camp Hosts	Bands	Transportation	Classrooms	Housing	Misc	Food		
$600.00	$500.00	$150.00	$1,500.00	$5,100.00	$300.00	$2,000.00		
$1,350.00	$1,200.00	$150.00		$477.00	$32.00	$1,606.00		
	$1,200.00	$200.00		$477.00				
	$1,900.00	$150.00						
	$1,200.00	$300.00						
	$1,340.00	$150.00						
	$1,650.00							
	$1,200.00							
	$1,250.00							
	$600.00							
	$200.00							
$1,950.00	$12,240.00	$1,100.00	$1,500.00	$6,054.00	$332.00	$3,606.00	TOTAL:	$26,782.00

Diff: -$4,482.00

MAMMOTH LAKES REPERTORY THEATRE

January 6, 2014

Dear Mono County Board of Supervisors:

The Mammoth Lakes Repertory Theatre (MLRT), a DBA of the Mammoth Lakes Foundation, is requesting consideration for your 2013/2014 Community Grant Program. MLRT is asking for $7,500.00 to produce its Theatre for Young Audiences program in the fall of 2014. Theatre for Young Audiences is a program that we provide for free to all the elementary schools in the county. Schools are invited to bring their students, 100 at a time, to Edison Theatre and experience the wonders of a live theatrical performance that provides educational and/or life lessons.

MLRT believes its program, Theatre for Young Audiences, is a perfect fit for your financial support through the Community Grant Program. We have produced three of these programs over the past few years and we are now serving over 800 local students annually. Because of the economic shortfalls our county schools are facing, they can no longer afford to pay for their students attending this production. Last year MLRT was able to solicit donors to help with the production cost, but it did not cover the entire budget. If MLRT is going to continue this program, it is vital that support come from diverse funding sources, including governmental support.

MLRT joined forces with the Mammoth Lakes Foundation in 2009 to enhance the artistic and cultural offerings of those living and visiting the Eastern Sierra. The mission of the MLRT is to develop, maintain and nurture live theatre in the Mono/Inyo County area by providing a creative space to produce live theatre of the highest caliber, equal to any theatre in the state, and inspiring the arts while making a vital contribution to the community's economy, culture, and spirit. It is MLRT's goal to produce live theatre that mirrors human nature with the intent to be insightful and enlighten the future by creating a theatre experience that not only engages but also educates, inspires, entertains, and provokes thought.

The intent behind each Theatre for Young Audiences production is to present imaginative theatre productions, specifically targeted for young audiences, which entertain as well as educate. Through the live theatre experience, students are encouraged to read, develop critical and creative thinking skills, and cultivate their curiosity about the world around them. This sophisticated program is not usually offered in rural areas, so it is a unique opportunity for the students of this county. By providing them with an experience that includes leaving their school campus and attending a professional theatre, these students are exposed to a cultural experience that is more impactful than attending a play in their cafeteria.

With the emphasis on standardized tests and drilling "fundamentals," not to mention budget cuts, many schools can no longer supplement the standard curriculum with arts programming. No one would argue the importance of literacy or fractions, but study after study has shown

that the arts are more than fluff. Longitudinal data of 25,000 students involved in the arts, conducted at UCLA's Graduate School of Education by Dr. James Catterall, shows that consistent participation greatly improves academic performance and significantly bumps up standardized test scores. Students who make time for the arts are also more involved in community service and less likely to drop out of school. This applies regardless of a child's socio-economic background.

Theatre for Young Audiences is not the children's theatre of yesteryear. While it's still important to offer fairy tales and the classics, it's also an opportunity to push the boundaries. Linda Hartzell, Artistic Director of the Seattle Children's Theatre agrees. She has seen firsthand that theatre makes for smarter, braver, human beings. Theatre helps connect the head to the heart. While plays work to jumpstart the imagination, they also lengthen the attention span. Because TV is such a popular form of entertainment, kids aren't used to focusing for an hour or an hour and a half. Kids today see a new image every 3-4 seconds. They're used to constant change. Sitting still in a darkened room may not feel natural for children, but that's precisely why it's important.

To emphasize the impact this program has had on our county children, I have attached a letter from a Lee Vining Elementary School teacher that came to this season's production of "Zagazoo."

Thank you for your consideration,

Shira Dubrovner
Artistic Director
Mammoth Lakes Repertory Theatre

ATTACHMENT #1

Lee Vining Elementary students (2nd and 3rd Grade) were riveted by the MLRT's production of Zagazoo! This upbeat performance appealed to all ages, and was universally enjoyed. As the story progressed and the character of Zagazoo changed from one form to another, our students became more engaged. The puppetry style and technique varied for each Zagazoo form, but no matter what form Zagazoo took, the audience saw him as a vital character. The Puppeteer, though visible, blended with the background. At the end of the performance the cast and crew's tutorial on how the puppets were manipulated elicited gasps of wonder from our students.

The 2nd and 3rd graders followed up in class by analyzing the Zagazoo forms, and selecting the one with which they most identified. Was it the baby Zagazoo? The vulture Zagazoo? The elephant Zagazoo? The warthog? The dragon? The bat? The hairy monster Zagazoo (my personal favorite)? Selections were explained in illustrated essays, which were shared with peers, then sent to the production team.

Thank you to the Mammoth Lakes Repertory Theatre for this educational opportunity!

Jeanne Sassin, Teacher
Lee Vining Elementary School

BUDGET

Theatre for Young Audience Production	TOTAL
Scheduled Show Nights	10
Paid tickets per show	0
Total audience	1000
Average ticket price	$0
Show Date	Nov 3-8
Concessions revenue per person per show	$0.00
Other	$0
EXPENSES	
Advertising	1,000
Artist & Cast	6,000
Concessions (snack for children at the end of the show)	200
Costumes	500
Lighting and Sound	0
Music/Orchestra	0
Props	500
Royalties	650
Set	500
Ticketing/Online Reservations	0
Transportation and Housing	1,500
Miscellaneous	150
TOTAL	**11,000**
REVENUE	
Ticket sales (1 Public Performance 100 tickets at $7.00 ea.)	700
Sponsorship-Event Specific (MLRT solicited donors)	2,800
Grant-Event Specific	7,500
TOTAL	**11,000**

ANTELOPE VALLEY C.E.R.T.

Antelope Valley

C.E.R.T.

Community Emergency Response Team

The Antelope Valley is now over one year old. We currently maintain a roster of 33 trained and active individuals. We are requesting 3689.10 from the County's "Appropriation of public funds grant" to acquire a Yamaha back up power generator to help support the teams operational readiness needs by keeping its valuable radio and other equipment up and running during a power outage, and or to keep the disaster trailer self sufficient should the need should arise. This would be a similar idea to the Sheriff's Dept."Incident Command Trailer", just on a smaller scale.

What is CERT?

CERT teams background:

- Cert stands for Community Emergency Response Team.
- Developed by the Los Angeles City Fire Department in 1985 after large earthquakes hit the city
- Purpose: training citizens in preparing for disaster.
- Increases their ability to safely help themselves, their family and their neighbors
- After hurricane Katrina (FEMA) officially recognizes the importance of preparing citizens to cope with the aftermath of natural and manmade disasters

WHAT WILL A CERT TEAM IN ANTELOPE VALLEY DO?

- better prepare its members to respond to the aftermath of any disaster
- allow a community to supplement its response capability after a disaster
- provide immediate assistance to victims in their area
- provide basic knowledge applicable to personal, home, and business emergencies as well as major disasters
- Work within the ICS (Incident Command System) to help facilitate the immediate needs of the community during a disaster

What Cert does NOT do:

- Replace professional or volunteer Fire Department ,Sheriff's, EMS or Search and Rescue staffing.

- Serve in high hazard zones or rescue situations
- Have access to emergency response vehicles

CERT objectives:

- Learn what to expect following a major disaster in terms of immediate services
- Train in needed life saving skills with emphasis on decision making skills, rescuer safety, and triage
- Organize teams so that they are an extension of first responder services
- Offer immediate help to victims until professional services arrive
- Develop specialized teams for special tasks
- CERT is about readiness, people helping people, rescuer safety, and doing the greatest good for the greatest number
- CERT is a positive and realistic approach to emergency and disaster situations
- CERT allows citizens to play a key role in their community

OTHER CERT TEAMS in our local area:

- Mammoth Lakes CERT
- Douglas county CERT

More info: http://www.citizencorps.gov/cert/

Any member of the community over the age of 18 is eligible to join the CERT team. In order to be a successful candidate a member must successfully complete the basic 24 hour training academy, and pass a basic background check. After successful completion the member will be issued a Backpack with the basic first aid and safety gear they used during the training academy.

The basic training academy consists of 24 hours of training in:

- Disaster Preparedness
- Fire Safety and Utility Controls
- Disaster Medical Operations (2parts)
- Light Search and Rescue Operations
- CERT Organization/ Incident Command System
- Disaster Psychology
- Terrorism and CERT
- Course Review, Final Exam, and Disaster Simulation

CERT is about readiness, people helping people, rescuer safety, and doing the greatest good for the greatest number. CERT is a positive and realistic approach to emergency and disaster situations. CERT allows citizens to play a key role in their community during and after any disaster.

BUDGET:

Yamaha EF6300iSDE - 5500 Watt	
Electric Start Inverter Generator	3689.10
100 ft 12 gauge extension cord	100.00
Total	**3789.10**

Justification:

We all know that Antelope Valley is no stranger to disaster. Approval of these funds will allow Antelope Valley to acquire this generator. This generator will be kept in CERTS disaster response trailer locked and secure at all times. Over the coming year we will strive to continue to outfit the trailer with additional medical and disaster supplies to better support anticipated operational needs. Our current operating budget is approx. $1100.00. A copy of our current bank statement can be provided on request. Our 33 current members stand ready to assist our local Fire, EMS, Sheriffs, SAR, and other county departments in the event of a local or county wide disaster. We know that in such an event our local response capabilities will be quickly overwhelmed and assistance from trained members of our community can and will provide a quick and safe response effort to our citizens and taxpayers here in our community. We currently have a bank account in place with Bank of America in Gardnerville Nevada and would be able to receive the requested funds into that account. Please see attached document for a more complete description of the requested generator and the price.

Thank you for your consideration to fund this worthy cause!

Jason Foster,

Antelope Valley CERT Manager

775-345-4074

Jfoster@mono.ca.gov

MAMMOTH LAKES TRAILS & PUBLIC ACCESS

MLTPA
MAMMOTH LAKES TRAILS · PUBLIC ACCESS

January 15, 2014

Mono County Board of Supervisors

District 1: Larry Johnston
District 2: Fred Stump
District 3: Tim Alpers
District 4: Tim Fesko
District 5: Byng Hunt

Cc: Leslie Chapman, Mono County Finance Director

Dear Chair Johnston and Members of the Board:

At the invitation of Leslie Chapman, Mono County's Finance Director, please consider this letter a formal request for funding by the Board of Directors of the Mammoth Lakes Trails and Public Access Foundation (MLTPA), a 501(c)(3) community-benefit corporation based in Mammoth Lakes, California. The focus of our application is to enhance the engagement of the citizens of Mammoth Lakes and Mono County through "Mammoth Trails", a confederation of local recreation user groups, with a variety of efforts that directly affect our quality of life and invest in our future economic viability

Before detailing our proposal for 2014, our entire organization would like to thank the Board for generously funding our application in 2012. Your investment in MLTPA's efforts during the difficult winter of 2013, as the Town of Mammoth Lakes faced down municipal bankruptcy, resulted in the direct rejuvenation of an effort known as Mammoth Lakes Recreation (MLR), which is now on track for implementation by the Mammoth Lakes Town Council in February of 2014, after an extensive public process. The County's investment in MLTPA's efforts played a significant role in helping to bring MLR forward, and we thank you.

Mammoth Trails
In August of 2006, MLTPA proposed the formation of Mammoth Trails as a "...confederation of user groups and clubs organized and maintained to promote the pursuit of each group's recreation mission and, importantly, to extend the necessary stewardship to the physical resources upon which these activities take place." From 2007 through 2012, Mammoth Trails met on a regular monthly basis governed by the Mammoth Trails Charter which established a confederation of user groups seeking to "...effectively and inclusively create and enhance recreation for our community."

With this application, MLTPA proposes to continue convening Mammoth Trails and to maintain an engaged 21st century outreach program to engage the local community with the following important regional efforts that merit their consideration and participation:

- Inyo National Forest Plan Revision*
- Summer of Stewardship 2014*
- "Experience" Content for the Mammoth Lakes Trail System Website

PO Box 100 PMB 432 Mammoth Lakes, CA 93546-0100
(760) 934-3154 [p] (866) 760-0285 [f] www.mltpa.org

- Implementation of the Sherwins Area Recreation Plan SHARP*
- "Mammoth Lakes Recreation"*

** For details on all of these programs, please see the attached synopsis.*

MLTPA has led a sustained seven-year effort to bring to life and sustain the Mammoth Lakes Trail System (MLTS), which celebrated its multi-agency/multi-partnered "Grand Opening" on October 20th, 2012. The MLTS is a model for the effective integration of the unique recreation opportunities of the Eastern Sierra into the fabric and economies of local communities and into the entire Eastern Sierra region. As part of this effort, MLTPA has participated in and/or completed a series of important projects with benefits to the citizens of Mammoth Lakes and Mono County, including:

- The Mammoth Lakes Trail System;
- Mammothtrails.org, a 21st century multi-platform website for the MLTS;
- The planning, design, delivery, and quality control efforts on more than 160 new signs for the MLTS, for which MLTPA created maps and messaging;
- The successful "Yes on Mammoth's Measure R" (2008) campaign, whose "lessons learned" informed the "Yes on Mammoth's Measure U" (2010) campaign, which collectively bring in close to $2 million annually for the betterment of parks, trails, outdoor recreation, arts and culture, and mobility in Mammoth Lakes;
- The initiation of the TOML Trail System Master Plan (TSMP) Update, which began in 2006 and which concluded with the TSMP's adoption by the Town of Mammoth Lakes in the fall of 2011;
- The facilitation of public participation in the development of the TSMP Update; the Sherwins Area Recreation Plan (SHARP) and its Trails Technical Committee (SHARP TTC), which continues to deliver environmental-assessment-ready trail alignments to public agencies for their consideration;
- The Lakes Basin Special Study (LABSS), which will inform future management planning for this popular area; and
- The delivery of phases 1 and 2 of the Mono County Recreation Access Tool (MCRAT), which has provided invaluable recreation and public-access data to Mono County planning staff.

MLTPA is requesting funding in the amount of $7,424 to cover the costs of staff time and materials necessary to convene public meetings of Mammoth Trails along with the outreach and communication tools necessary to keep the public informed and engaged.

Thank you for your time, consideration, and continued support.

John Wentworth
MLTPA Board President and Chief Executive Officer

Budget attached

PO Box 100 PMB 432 Mammoth Lakes, CA 93546-0100
(760) 934-3154 [p] (866) 760-0285 [f] www.mltpa.org

Mono County Budget Request 2014 - MLTPA					
	Expense*			**monthly**	**4 months**
			7200 · Salaries and Related	$ 1,431.00	$ 5,724.00
			8130 · Internet & Telecommunications	$ 275.00	$ 1,100.00
			8220 · Utilities	$ 150.00	$ 600.00
		Total Expense		$ 1,856.00	$ 7,424.00
			*Monthly expenses for 4 months		

MLTPA
MAMMOTH LAKES TRAILS · PUBLIC ACCESS

Project Synopses for Mammoth Trails Outreach and Public Meetings

Inyo National Forest Plan Revision

The Inyo National Forest has embarked upon an ambitious plan to update its 1988 "Inyo National Forest Land and Resource Management Plan (LRMP or Forest Plan)" as one of three National Forests in California revising its Forest Plan using the 2012 National Forest System Planning Rule. **Mammoth Trails** has recently convened local user groups and individuals to discuss and provide the opportunity to comment on a number of Inyo National Forest initiatives which directly effect the Mammoth Lakes community, including two proposed OHV/OSV staging areas on the Mammoth Lakes "Scenic Loop, "Travel Management" updates including the "Upper Owens/Bishop Creek" and "Mono Craters", and the proposed Casa Diablo IV Geothermal Development Project. Comments shared and developed through the **Mammoth Trails** meetings convened by MLTPA have provided the Inyo National Forest with valuable insights that have affected and changed their planning decisions. The Inyo Forest Plan Revision process may be the most significant planning effort from the USFS in the last 30 years and has the potential to significantly effect future economic opportunities for all of the communities of Mon County. **Mammoth Trails** will convene the public and provide the community a forum to develop and share draft comments for submission to the Inyo National Forest as part of their Forest Plan Revision process.

Summer of Stewardship 2014

Now entering its 6th season, the "Summer of Stewardship: Trail Days" program, a partnered effort of the MLTPA and Friends of the Inyo providing stewardship and maintenance for the Mammoth Lakes Trail System, has engaged thousands of community volunteer hours, hundreds of community volunteers, stewarded and maintained miles of trails, removed tons of trash.... well, you get the picture. **Mammoth Trails** brings together local business sponsors and recreation user groups creating the necessary nexus to turn out and support the volunteers that make the success of the "Summer of Stewardship: Trail Days" program possible.

Summer of Stewardship Web Resources:

Summer of 2013: http://mltpa.org/projects/maintenance/soft-surface-trail-maintenance/summer-of-stewardship-trail-days-2013/

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Summer of 2012: http://mltpa.org/projects/maintenance/soft-surface-trail-maintenance/summer-of-stewardship-trail-days-2012/

Summer of 2011: http://mltpa.org/projects/maintenance/soft-surface-trail-maintenance/summer-of-stewardship-trail-days-2011/

"Experiences" for the Mammoth Lakes Trail System Website

Built by MLTPA and delivered to the Town of Mammoth Lakes in the Summer of 2012, the Mammoth Lakes Trail System (MLTS) website – mammothtrails.org - is a state of the art web platform now boasting over 300 pages of content for use by visitors and residents alike. The "responsive design" of the website means that it can be easily accessed from any contemporary device, including smartphones, tablets and PCs. The heart of the site's content lies in its "Experiences", which are developed by community based local experts, guides, user groups, non-profits and businesses. **Mammoth Trails** gets the folks with the great "Experience" ideas together with the MLTS Website team to develop their ideas and produce them for the MLTS Website.

MLTS Website: Experiences Web Resources

Hiking: http://www.mammothtrails.org/experience/12/hiking-to-sherwin-lakes/

Birding: http://www.mammothtrails.org/experience/134/birding-at-inyo-craters/

Mtn. Biking: http://www.mammothtrails.org/experience/47/mountain-biking-the-mammoth-rock-trail/

Implementation of the Sherwins Area Recreation Plan SHARP

After nine months of dedicated effort and sustained collaboration in 2009, the citizen volunteers of the Sherwins Working Group produced the Sherwins Area Recreation Plan, or SHARP, which details proposals for summer and winter recreation alternatives for implementation in the Sherwins area to the south of the Town of Mammoth Lakes. SHARP was recognized by the Far West Ski Association with its 2010 Jordan-Reily Award for achievements in ski-related public affairs, and was adopted by the Town of Mammoth Lakes as part of its "Trail System Master Plan" in October of 2011.

In the Spring and Summer of 2014, it is anticipated that the Town of Mammoth Lakes may embark on a prioritization process with the United States Forest Service to determine which of the 20+ trail and facility proposals documented in SHARP may move to the top of the list for implementation. The SHARP document was created by local citizens, and it is their continued engagement

with the project's implementation that will make the difference for the success of all of their efforts.

SHARP Web Resources:

SHARP Web Page: http://info.mltpa.org/access-the-sharp-project-archive

The Sherwins Working Group Web Page: http://info.mltpa.org/access-the-swg-project-archive

"Mammoth Lakes Recreation"

Over a ten-month period, starting in the late summer of 2009, the Town of Mammoth Lakes and MLTPA engaged a variety of agencies and interested parties in discussions on the future of recreation in Mammoth Lakes and the surrounding region. With the engagement of staffs, commissions, and elected officials, the Mammoth Lakes Recreation process focused in on opportunities for partnerships and the efficient, effective delivery of recreation in the Mammoth Lakes region. In 2013, in response to the Town of Mammoth Lakes' flirtation with Municipal Bankruptcy and MLTPA's proposal to establish an NGO to manage the Town's component of the Mammoth Lakes Trail System, the Town of Mammoth Lakes embarked on a public process to explore the formalization and establishment of Mammoth Lakes Recreation to be funded by Measures R + U. **Mammoth Trails** can provide the public forum where the community and local agencies can explore the opportunities and implications of Mammoth Lakes Recreation should the Town Council commit to its formation and work to further integrate the community with the goals and mission of Mammoth Lakes Recreation.

Mammoth Lakes Recreation Web Resources:

Town of Mammoth Lakes Web Page: http://ca-mammothlakes.civicplus.com/index.aspx?nid=533

YOSEMITE GATEWAY PARTNERS

Yosemite Gateway Partners
P. O. Box 888, Groveland, CA 95321

Organization

Yosemite Gateway Partners, Inc. (YGP) is a California nonprofit, public benefit corporation with federal 501(c)(3) status. The first YGP Board meeting was held in Yosemite on July 9, 2009.

Originally conceived by Yosemite National Park as an outreach to surrounding communities, YGP began meeting in September 2003. YGP has met quarterly in Yosemite Valley, in order to facilitate discussions of mutual importance to the Yosemite Gateways, network with other stakeholders, receive relevant Park and community updates, share diverse perspectives, and collaborate and problem solve regional issues.

Gateway communities are those located along the four corridors approaching Yosemite National Park: SR120E, SR120W, SR140, and SR41. Other connected corridors include J-132 (John Muir), SR49 and US395.

YGP accomplishments include a quarterly newsletter distributed to more than 15,000 participants, a California Visitors Guide insert specific to our 4 Gateways, relaying Park press releases, forest fire dispatches, and other YNP communications to our local communities, and bringing together Gateway stakeholders from 12 federal, 6 state, and 6 county government agencies, a dozen NGOs, dozens of businesses, and many citizens to network and discuss common issues. YNP sought YGP help in crafting solutions for their Transportation Collaborative. This has benefitted Mono County as well as the other gateway communities. Also, YGP facilitates regional activities such as the early opening of Tioga Pass and Trails development outside and connecting to YNP.

Mission Statement

Yosemite Gateway Partners is a partnership of government agencies, non-profit organizations, individuals and businesses that acknowledge the interdependence of Yosemite National Park and the surrounding communities, and collaborate on and address issues of importance to create sustainable cultural, natural and economic prosperity.

Project Description

What: "YOSEMITE SUSTAINABILITY CONFERENCE", presenting cost effective practical solutions for public agencies and private businesses.

When: December 8-10, 2014

Where: Curry Village, Yosemite National Park

Who: Attendees should include individuals responsible for public policy and the public and private management of finance, safety, health, human resources, risk management, and environmental practices.

Content: A combination of keynote speakers, breakout sessions, and Yosemite green facilities tours. Attendees will leave the conference with a "Tool Kit" containing roadmaps for making their business or agency more sustainable in areas involving practical cost effective solutions for cleaner air and water, solid waste and recycling practices, and energy initiatives.

Funding: Yosemite Gateway Partners requests project funding from MONO COUNTY in the amount of $5,000.00. YGP will use the funds to partially finance: (1) digital promotion, publicity, and advertising, including website expansion and the use of social media; and, (2) start-up costs including lodging and other deposits; and, (3) design, development and production of attendee Tool Kit and collateral materials.

County Requirements

- YGP will provide proof of appropriate insurance as determined by the County Risk Manager.
- YGP will list Mono County as a Conference Sponsor, and include the County in all Conference advertising and promotional materials.
- YGP anticipates completing the use of the County Grant funds by the end of the 2013-2014 fiscal year, and will provide a written report on the use of the funds within 30 days of the end of the fiscal year.

YOSEMITE SUSTAINABLE CONFERENCE

(Developed by Yosemite National Park and Yosemite Gateway Partners)

(Preliminary Budget)

20-Jan-14

Income:				
Registrations		$ 98,750		(Average per person $395)
Sponsors		$ 75,000		(Average per sponsor $5,000)
Exibitors		$ 7,500		(Average per exhibitor ($500)
	Total		$ 181,250	
Expense:				
Hard costs		$ 62,500		(Includes promotion, marketing, speakers fees and expenses, attendees meals, in-Park transportation, A/V services, and set-up/take-down labor)
Contingency		$ 9,375		(15% of Direct Hard Costs)
	Total		$ 71,875	
	Net		$ 109,375	

Early Costs:		
Deposits	$ 3,000	(Primarily to Delaware North Corp)
Website	$ 4,950	(Add Conference to YGP site)
Eblast Marketing	$ 4,500	(Lists include YNP, YGP, SBC, and Others TBD)
Administration	$ 2,500	
Total	$ 14,950	

Mono County Grant Request Justification:

1. Counties located in all YNP gateways (including Mono County) have supported YGP projects and operating budgets during the past 10 years.
2. YGP is managed by an all-volunteer board of directors and does not have a paid staff.
3. YGP intends to employ staff and expand its services during 2015.
4. YGP has been instrumental in working with YNP to bring information and assistance to Mono County during area emergencies, and to cooperate with opening the Tioga Road as early as safety permits.
5. The YNP/YGP partnership is a tourism generating partnership for Mono County's tourism based economy.
6. The Conference will provide government agencies, non-profits, and businesses with affordable sustainability solutions that will contribute to the wealth and welfare of our region.
7. THE PURPOSE OF THIS GRANT IS TO HELP PAY FOR NEXT STEP IN YGP GROWTH: FINANCING THE LONG-TERM OPERATING BUDGET OF YGP BY SPONSORING THE YOSEMITE SUSTAINABLE CONFERENCE.

OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	February 4, 2014		
Departments: CAO, Finance, Community Development, Public Works			
TIME REQUIRED	60 minutes (30 minute presentation, 30 minute discussion)	**PERSONS APPEARING BEFORE THE BOARD**	Jim Leddy, Gerald Frank, Joe Blanchard, Tom Perry, Wendy Sugimura
SUBJECT	Mono County Energy Policy Workshop		

AGENDA DESCRIPTION:

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

Presentation by multiple County staff on various energy initiatives underway or proposed to save residents and the County money by lowering utility bills and the cost of living.

RECOMMENDED ACTION:

1. Review and confirm the energy goals. 2. Direct staff to agendize a Property Assessed Clean Energy (PACE) Program Workshop, which includes a third party administrator presentation, and direct staff to discuss potential participation with Town of Mammoth Lakes staff. 3. Adopt Resolution #R14-_____, temporarily waiving building permit fees for certain energy efficiency and alternative energy projects from March 1, 2014 to February 28, 2015 as a pilot stimulus program. 4. Confirm a general goal of Zero Net Energy (ZNE) for County facilities and direct staff to develop a program for further review; and, in the shorter term, direct staff to continue building on previous work through projects such as: (a) Whole-Building energy audits to develop projects with high rates of return in order to realize cost savings in existing facilities (b) Continue feasibility analysis of a solar project on the Bridgeport landfill. 5. Adopt Resolution #R14-_____, (Local Climate Initiative Resolution) as requested by the California State Association of Counties.

FISCAL IMPACT:

Staff time to develop these programs and research/apply for grants would be covered by existing operating budgets. There will be an effort to reduce General Fund staff costs by utilizing funding from the Sustainable Communities Planning grant and technical assistance from the Resource Efficiency Plan consultant.
1. The energy goals will result in specific implementation projects, which will have fiscal impacts. These costs will be reviewed with the Board on a project-by-project basis.
2. Once staff has engaged with PACE 3rd party administrator, potential fiscal impacts will be detailed and brought back to the Board prior to any adoption.
3. Fiscal impact of the proposed building permit fee waivers are anticipated at $3,435 in lost revenue based on 2013 permit statistics for the pilot period of March 1, 2014 to February 28, 2015.
4. Fiscal Impact for Zero Net Energy (ZNE) requires more detailed analysis. However, the intended effort would be to ultimately off-set energy usage in County facilities through targeted investments in energy savings and generations projects (i.e. solarization, insulation and other energy reduction strategies). Staff is working with local utilities representatives to verify total energy costs for projects completed to date.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☑ YES ☐ NO

ATTACHMENTS:

Click to download

- Staff Report Energy Policy Wrkshop
- Attachment One
- Attachment Two
- Attachment Three

History

Time	Who	Approval
1/27/2014 3:51 PM	County Administrative Office	Yes
1/29/2014 5:05 PM	County Counsel	Yes
1/24/2014 6:05 PM	Finance	Yes

MONO COUNTY

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411

February 4, 2014

To: Mono County Board of Supervisors

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

Re: Mono County Energy Policy Workshop

Actions Requested:

1. Review and confirm the energy goals.
2. Direct staff to agendize a Property Assessed Clean Energy (PACE) Program Workshop, which includes a third party administrator presentation, and direct staff to discuss potential participation with Town of Mammoth Lakes staff.
3. Adopt Resolution R14- temporarily waiving building permit fees for certain energy efficiency and alternative energy projects from March 1, 2014 to February 28, 2015 as a pilot stimulus program.
4. Confirm a general goal of Zero Net Energy (ZNE) for County facilities and direct staff to develop a program for further review; and, in the shorter term, direct staff to continue building on previous work through projects such as:
    - Whole-Building energy audits to develop projects with high rates of return in order to realize cost savings in existing facilities.
    - Continue feasibility analysis of a solar project on the Bridgeport landfill.
5. Adopt Resolution R14- (Local Climate Initiative Resolution) as requested by the California State Association of Counties.

Fiscal Impact of Requested Actions:
Staff time to develop these programs and research/apply for grants would be covered by existing operating budgets. There will be an effort to reduce General Fund staff costs by utilizing funding from the Sustainable Communities Planning grant and technical assistance from the Resource Efficiency Plan consultant.

1. The energy goals will result in specific implementation projects, which will have fiscal impacts. These costs will be reviewed with the Board on a project-by-project basis.
2. Once staff has engaged with PACE 3rd party administrator, potential fiscal impacts will be detailed and brought back to the Board prior to any adoption.
3. Fiscal impact of the proposed building permit fee waivers are anticipated at $3,435 in lost revenue based on 2013 permit statistics for the pilot period of March 1, 2014 to February 28, 2015.
4. Fiscal Impact for Zero Net Energy (ZNE) requires more detailed analysis. However, the intended effort would be to ultimately off-set energy usage in County facilities through targeted investments in energy

savings and generations projects (i.e. solarization, insulation and other energy reduction strategies). Staff is working with local utilities representatives to verify total energy costs for projects completed to date.

Background

The Board of Supervisors has engaged in several discussions about energy efficiency and fuel reduction, and through policy direction on the Resource Efficiency Plan. Based on these discussions and policy direction, this agenda item provides a broader framework to advance the County's efforts to save costs and meet energy use reduction goals.

The County fleet fuel reduction program is also related to these energy goals, but will be coming forward to the Board separately on February 11th with the motor pool agenda item.

Discussion

Given the growing efforts to reduce costs of County operations as well as achieve state-mandated greenhouse gas emission reductions, staff is bringing forward the following County energy goals for consideration:

- Achieve cost savings in County operations by reducing energy/fuel consumption from the 2010 baseline, with a general goal of Zero Net Energy for electricity consumption.
- Provide all residents of Mono County, both in unincorporated and incorporated communities, access to needed capital and programs to voluntarily allow their participation in energy/fuel reduction projects.

<u>PACE Program</u>

The PACE or Property Assessed Clean Energy Program allows property owners to access funding for energy efficiency and renewable energy upgrades. Funding is secured by the property and collected on the property tax bill as a direct charge. Many jurisdictions across California and in other states (including Placer County, Los Angeles County, and Sonoma County, to name a few) have explored and adopted this option to provide property owners access to funding for their residents. Benefits of implementing a PACE Program include:

- Reduction of utility costs for consumers
- Reductions in energy usage,
- Reduced emissions by energy producers due to reduced demand,
- Increased property values through investments in residential and commercial properties, and
- Support for local construction jobs as private contractors are hired to complete energy efficiency and alternative energy generation projects.

PACE programs have developed into a viable private sector industry and there are options for a third party administrator. This option limits the County's financial liability and provides the access to capital for businesses and residents of Mono County seeking cost and energy savings programs.

The recommended action is for the Board to direct staff to agendize a Property Assessed Clean Energy (PACE) Program Workshop, which includes a third party administrator presentation, and direct staff to discuss potential participation with Town of Mammoth Lakes staff.

<u>Building Permit Fee Waiver</u>

Building permit fees for solar projects and ground-source space/water conditioning systems are proposed to be waived for one year with the intent of encouraging more renewable energy projects countywide. During this time, staff will track information specific to permits issued with the waived fees to evaluate if the waived fees had any effect on the applicant's pulling the permit and engaging in the project. If activity is similar to 2013 permits,

revenue losses of about $3,435 in permit revenue are anticipated. Mono County issued 14 permits for solar and one ground-source permit in 2013 at fees of $229 each.

The recommended action is for the Board to adopt Resolution R14- (Attachment 1) temporarily waiving certain green technology building permit fees.

County Facilities and Zero Net Energy

The Facilities division of Public Works has been focused on energy efficiency for a number of years, as highlighted in Attachment 2. These projects focused on energy efficiency as their primary objective and are compatible with a potential longer term goal of Zero Net Energy (ZNE), which is defined as using no more energy over the course of the year than produced from renewable resources. A complete set of strategies for achieving ZNE would need to be developed through a feasibility or planning study, which may be eligible for grant funds. However, a ZNE building would still be on the grid to ensure uninterrupted electrical service, and therefore will continue to be charged a monthly service fee at minimum. Additional issues include Southern California Edison (SCE) policy that limits solar net-metering systems to 80-90% of capacity, as well as transmission constraints that could hamper separately sited, community-scale generation projects.

In addition to future cost savings, ZNE is consistent with the California Energy Commission's direction, as the California Building Code will require ZNE for all new residential buildings by 2020 and new non-residential buildings by 2030. As a conceptual example of ZNE in the County, a 1 megawatt (MW) renewable energy plant has the potential to off-set all electrical use in County facilities based on 2010 consumption. Theoretical costs based on typical industry assumptions suggest the following:

Total electrical usage at County facilities in 2010: 1.66 gWh (gigawatt/hours)
Necessary generation to offset electrical usage: 1 MW*
Cost per watt to install PV solar: $4 per watt**
Total Cost to offset entire electrical usage: $4 million
Annual O&M: $20/kW per year, or $20,000/year
2010 electrical bills: $270,000***

*Average of theoretical solar potential for a PV system in Mono County, 1 megawatt =1.5 gWh per year.
**Average of several factors, including industry standards, local installer rates, recent in-house solar installations, and recent reports on landfill solar.
*** Based on actual SCE bills for 2011, and estimated Liberty Energy charges as well as estimated Minaret Mall usage.

These concepts are based on many assumptions that represent available information staff can reference at this time, and should only be used for a sense of scale. Only firm proposals developed by a solar installer or developer will provide the final costs of a given system. There are a few assumptions that should be addressed specifically. First, no incentives or grants were considered and it is possible that future opportunities could dramatically improve the economics. Second, system costs are estimated at $4/watt which can vary considerably given the application (rooftop, landfill, total size of each system), and costs in the solar industry are changing rapidly. Third, the cost of energy and agreements with electric companies would impact the economics (distributed net-metered, centralized virtual net-metering, Power Purchase Agreements).

The facilities projects in Attachment 2 were identified as "low hanging fruit" as they provide the greatest energy savings for the least expense. For example, new boilers installed in 2012 at the old Bridgeport Hospital reduce propane use by 56%, and a reconfiguration of the boilers and water system in 2013 allowed heated space to be reduced from 16,000 square feet to approximately 2,000 square feet. Two other recently completed projects include the photovoltaic systems at Lee Vining Community Center and Crowley Lake Community Center, which provide both solar hot water and electricity. Actual/projected utility savings are summarized below for select projects, with details in Attachment 2:

Facility/Project	Completion Date	Utility	Annual Bill Before	Annual Bill After	Savings (%)
Crowley Community Center, 3.5 kW PV & solar thermal system	Dec 2013	electric	$1,445	$575 projected	**$870 (60%)**
Lee Vining Community Center, 7.5 kW PV & solar thermal system	Dec 2013	electric	$4,982	$3,079 projected	**$1,903 (38%)**
Old Hospital – Bridgeport, new boilers	2012	electric	$4,399	$3,466	**$933(21%)**
Old Hospital – Bridgeport, new boilers	2012	propane	$14,544	$6,407	**$8,137 (56%)**
Annex 2	July 2012	propane	$10,804	$7,956	**$2,849 (26%)**

The Facilities Division views every remodel or new construction project by the County as an opportunity to increase energy efficiency, thus creating long-term economic as well as environmental benefits. The next step is to set a goal of achieving Zero Net Energy, and develop the strategies, projects, and cost estimates to reach that goal.

The recommended action is for the Board to confirm a general goal of ZNE for County facilities and direct staff to develop a program for further review; and, in the shorter term, direct staff to continue building on previous work through projects such as:

- Whole-Building energy audits to develop projects with high rates of return in order to realize cost savings in existing facilities.
- Continue feasibility analysis of a solar project on the Bridgeport landfill.

<u>Local Climate Initiative Resolution</u>

Chairman Johnston forwarded a request from the California State Association of Counties (CSAC) to adopt the Local Climate Initiative Resolution (see Attachment 3) to advocate for the allocation of cap-and-trade program funds to local jurisdictions. The Resolution has been customized to reflect the programs in this agenda item and policy direction given by the Board on the Resource Efficiency Plan. Any project information and costs are still very general and conceptual at this point.

The recommended action is for the Board to adopt Resolution R14-__ to ensure our County's advocacy efforts support cap and trade funds for County energy efficiency efforts.

<u>Grant Funds and Resource Efficiency Plan Update</u>

Grant resources to fund these initiatives, such as the Sustainable Communities Planning Grant (Round 3), Sustainable Energy Bond Program, Cap and Trade, and various Southern California Edison and California Energy Commission programs are under investigation. An update will be provided at the Board meeting on these potential funding sources and intentions to submit applications.

Based on the Board's direction at the December 17, 2013meeting, energy and greenhouse gas reduction policies have been developed for the Resource Efficiency Plan. The Planning Commission will review and revise the policies in February, and the consultant is working on quantifying greenhouse gas reductions. The Plan will also contain a tracking and monitoring tool to facilitate the collection of data and tracking of consumption and cost savings. The completed draft plan is anticipated to be brought back to the Board for discussion and/or approval in March.

Attachments:

1. Resolution R14- Temporarily Waiving Building Permit Fees for Certain Energy Efficiency and Alternative Energy Projects
2. Mono County Facilities Energy Efficiency Upgrades & Cost Savings Details
3. Local Climate Initiative Resolution R14-

RESOLUTION NO. R14-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS TEMPORARILY WAIVING CERTAIN BUILDING PERMIT FEES FOR ENERGY EFFICIENCY AND ALERTNATIVE ENERGY PROJECTS

WHEREAS, the County's economy has been adversely affected by a nationwide and statewide slowdown in construction, and

WHEREAS, energy efficiency and alternative energy generation projects are an innovative and economical trend that can provide the citizens of Mono County substantial utility cost savings, and

WHEREAS, the Board of Supervisors finds and determines that a temporary waiver of certain County fees applicable to construction of solar and/or ground-source space and water conditioning systems may stimulate construction activity and thereby improve the health of that segment of the county's economy.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that in order to promote energy efficiency and alternative energy generation projects of appropriate scale and to stimulate construction activity in Mono County, the County shall temporarily waive or reduce certain building permit fees as follows:

1. Effective Period. The waiver/reductions in fees specified by this Resolution shall be in effect from March 1, 2014 to February 28, 2015 as a pilot stimulus program. Notwithstanding the foregoing, the Board of Supervisors reserves the right to terminate or modify this Resolution and any fee waiver/reduction at any time, in its sole discretion.

2. Qualifying Projects. The waiver/reduction in fees specified in this Resolution shall only apply to construction projects meeting the following criteria:

- Projects consisting of a residential or commercial solar and/or ground-source space and water conditioning system are eligible. Solar projects and ground-source space and water conditioning systems not exceeding $75,000 in project valuation shall be considered Qualifying Projects.

- Projects for which a completed application and supporting documents for a building permit have been submitted to the County's Building Division during the Effective Period and any required fees not waived or reduced by this

Resolution have been paid. All fees paid prior to the initiation of the Effective Period are not refundable.

- The applicant agrees to commence construction activity promptly after issuance of the permit such that the project will be ready for its first inspection by the building division within three months after issuance of the building permit. The applicant shall further agree that if such progress is not made and no inspection is duly requested by the applicant in the first three months, then the applicant shall forfeit the permit and the permit shall be of no further force and effect unless and until the applicant pays the County the full amount of any fees that were waived or reduced for the project and meets any other permit renewal requirements of the Building Division. The Community Development Department, in consultation with County Counsel, may develop and utilize written agreement forms to effectuate any agreements required by this Resolution.

- The applicant agrees to complete a questionnaire or survey, to be developed by the Community Development Department, which will assist the County in evaluating the effectiveness of the construction stimulus. Such a questionnaire or survey shall be completed at the time the applicant submits the permit application as part of a complete permit application submittal.

- Notwithstanding the foregoing, a project shall not be considered a Qualifying Project for purposes of this Resolution and shall not receive a waiver or reduction of any fee if the building permit has been applied for as a means of remedying an active code enforcement action.

3. Waiver/reduction in Building Permit Fees. During the Effective Period, and notwithstanding any contrary provision of any County Resolution, fee schedule, or other regulation, the County's Community Development Department shall not charge the standard $229 building permit fee for the Qualifying Project.

4. Fees Not Waived or Reduced; Time of Collection. Fees associated with any portion of the project beyond the scope of work of the Qualifying Project shall be assessed. Such fees would include all Community Development fees beyond the scope of work for the Qualifying Project. Certain state fees such as the Strong Motion Instrumentation Program (SMIP) fee and the Building Standards Commission (BSC) fee shall be assessed. Applicable plan check fees shall be collected at submittal, and all other applicable fees shall be collected at permit issuance per standard County procedures.

5. Interpretation/application. Any issues regarding proper interpretation or application of this Resolution shall be determined by the Building Official, and such a determination shall be final and binding; provided, however, that the Building Official may in his or her sole discretion refer any such issue to the Board of Supervisors and, in that event, the Board's determination shall be final and binding.

PASSED AND ADOPTED this 4th day of February, 2014, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____ _____

Clerk of the Board

Larry Johnston, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

_____

Attachment 2:

Mono County Facilities Energy Efficiency Upgrades & Cost Saving Details

Annex 1

2009: Installed new high efficiency boiler system
2011: Replaced windows (Argon filled dual pane high efficiency windows)
2012: Installed new thermostats, new zone controls, and a new heating and cooling system (Honeywell Excel 5000
2012: Lighting
- Replaced existing T-12 2-tube light fixtures with new T-8 fixtures and bulbs
- Replaced exit/emergency lights with LED light fixtures
- Replaced incandescent bulbs with 60-watt equivalent fluorescent bulbs

Annex 2

2012: Replaced windows (Argon filled dual pane high efficiency windows)
2012: Installed commercial fan system for atrium that mixes air for more efficiency in heating and cooling
2012: Installed a passive ventilator system to remove hot air from atrium in the summer
2012: Installed new thermostats, new zone controls, ducting, and a new heating and cooling system (Honeywell Excel 5000)
2012: Lighting
- Replaced existing T-12 2-tube light fixtures with new T-8 fixtures and bulbs
- Replaced existing exit/emergency lights with LED light fixtures
- Replaced incandescent bulbs with 60-watt equivalent fluorescent bulbs

2013: Installed new high efficiency boiler system and in-line hot water system

Benton Crossing Landfill

2009: Installed a solar system on the facility which provides a significant portion of the building's power needs.

Benton Community Center

2013: Installed a 90% efficiency HVAC system

Bridgeport/Benton/Crowley Lake/Lee Vining/Road Shop

2012: Installed Road Shop exhaust pollution removal systems (systems allow shop staff to work on running vehicles with the shop doors closed, thus significantly reducing heating costs)

Bridgeport Courthouse

2009: Installed a new boiler

Crowley Lake Community Center

2010: Installed a new boiler and inline hot water system
2013: Installed a 3.5 kW Photovoltaic System and a solar hot water system

Old Hospital/Bridgeport

2012: Installed two new boilers

2013: Reconfigured the boiler system to limit the use of the second boiler to back -up status

Lee Vining Community Center

2013: Installed a 7.5 kW Photovoltaic System and a solar hot water system

Twin Lakes Annex formerly Bridgeport Clinic

2012: Building remodel including roof and wall insulation, argon dual pane windows, 90% efficiency HVAC system

Walker Wellness Center

2011: Installed a 90% efficiency HVAC system, new ducting and insulation

SOLAR PROJECT SAVINGS

	Before: Based on SCE Electric Rates from 05/31/2012 - 05/02/2013		Anticipated: Based on SCE Feasiblity Study Dated 07/22/13		
Facility Name / Project Scope	**Project Completion Date**	**Annual Electric Bill ($)**	**Annual Electric Bill ($)**	**Annual Savings ($)**	**Annual Savings (%)**
Crowley Lake Community Center - 3.5 kW Photovoltaic System and Solar Thermal System[1, 2]	12/19/2013	$1,445	$575	$870	60%
Lee Vining Community Center - 7.5 kW Photovoltaic System and Solar Thermal System[1, 3]	12/19/2013	$4,982	$3,079	$1,903	38%

Notes

[1] Anticipated savings does not include Solar Thermal System which will eliminate almost all power consumption for domestic hot water on both buildings. Recent readings indicate approximately 30% for CLCC and 15% for LVCC compared to the same operating month in 2012.

[2] CLCC Annual kWh usage - 7,709

[3] LVCC Annual kWh usage - 32,076

PROPANE SAVINGS

	Before: August 2011 - June 2012		After: July 2012 - June 2013		
Facility Name / Project Scope	**Project Completion Date**	**Annual Propane Bill ($)**	**Annual Propane Bill ($)**	**Annual Savings ($)**	**Annual Savings (%)**
Mono County Med (Old Hospital) - Bridgeport - New boilers installed	June 2012	$14,544	$6,407	$8,137	56%

Notes

Two new boilers were installed in 2012, then at the end of 2013 staff reconfigured the boiler system to limit the use of the second boiler to back-up status therefore additional savings are anticipated.

PROPANE SAVINGS CONTINUED

	Before: August 2011 - June 2012		After: July 2012-June 2013		
Facility Name / Project Scope	**Project Completion Date**	**Annual Propane Bill ($)**	**Annual Propane Bill ($)**	**Annual Savings ($)**	**Annual Savings (%)**
Courthouse Annex 1 - Bridgeport - New boilers installed	January 2009	$15,899	$10,893	$5,006	31%
Courthouse Annex 2 - Bridgeport - New boilers installed	November 2013	$10,804	$7,956	$2,849	26%

ELECTRICITY SAVINGS

	Before: August 2011 - June 2012		After: July 2012 - June 2013		
Facility Name / Project Scope	**Project Completion Date**	**Annual Electric Bill ($)**	**Annual Electric Bill ($)**	**Annual Savings ($)**	**Annual Savings (%)**
Mono County Med (Old Hospital) - Bridgeport - New boilers installed	June 2012	$4,399	$3,466	$933	21%

Notes

Two new boilers were installed in 2012, then at the end of 2013 staff reconfigured the boiler system to limit the use of the second boiler to back-up status therefore additional savings are anticipated.

RESOLUTION NO. R14-_____

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS SUPPORTING THE ACTIVITIES OF THE LOCAL CLIMATE INITIATIVE, ENDORSING EFFORTS OF THE INITIATIVE TO SECURE FUNDING FOR LOCAL ENERGY EFFICIENCY AND CLIMATE PROTECTION PROJECTS, AND DESIGNATING THE COUNTY ADMINISTRATIVE OFFICER OR DESIGNEE AS THE OFFICIAL LIAISON FOR THE COUNTY TO THE LOCAL CLIMATE INITIATIVE.

WHEREAS, the State of California enacted AB-32, the California Global Warming Solutions Act of 2006, for the purpose of reducing greenhouse gas emissions in California; and

WHEREAS, the California Air Resources Board has implemented a cap-and-trade program for greenhouse gas emissions that is projected to generate billions of dollars per year in allowance sale revenue that must be used for climate-related purposes in California; and

WHEREAS, Mono County is actively pursuing programs that address energy efficiency and greenhouse gas reduction including residential and commercial Property Assessed Clean Energy (PACE) program, zero net energy County facilities, and County fleet efficiency and fuel reduction measures; and

WHEREAS, the development of a statewide initiative supporting legislation that would direct funding to local government energy and climate programs from the cap-and-trade allowance revenues and other sources can be an effective means to accelerate these projects and programs at the local level; and

WHEREAS, the rural and isolated nature of Mono County may require alterative measures, or alternative applications of those measures, to reduce greenhouse gas emissions and increase energy efficiency, and the County encourages the Local Climate Initiative to provide for the efforts of rural counties; and

WHEREAS, Mono County has identified approximately $5.5 million in unmet funding needs for high priority projects that will reduce greenhouse gas emissions, increase energy efficiency, capture and sequester greenhouse gases, including zero net energy County facilities, photovoltaic solar installations on County landfills, County fleet efficiency improvements, and landfill methane capture; and

WHEREAS, the Local Climate Initiative supports investment of future cap-and-trade revenue in local programs that provide local public benefits such as improved environmental quality, improved public health, and greater economic vitality, while achieving reduced greenhouse gas emissions including projects that:

Reduce energy use and carbon emissions from public facilities,
Reduce local energy demand below levels achieved by utility programs,
Generate local, clean renewable power or renewable power storage,
Support infrastructure for zero emission vehicles,
Expand local Green Building and Green Business programs,
Increase carbon capture by plants, trees or soils,
Facilitate non-motorized modes of transportation,
Increase recycling and composting efforts to reduce the landfilling of solid waste,
Prevent conversion of agricultural and forest lands to uses that increase greenhouse gases.

NOW, THEREFORE, BE IT RESOLVED that the County will participate in the local Climate Initiative and support efforts by the Initiative to enact legislation that directs funding from cap-and-trade revenues and other sources to local government programs; and be it

FURTHER RESOLVED, that the County now designates the County Administrative Officer or Designee to serve as the representative for the County to the Local Climate Initiative.

PASSED AND ADOPTED this 4th day of February, 2014, by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT :

ABSTAIN :

_____
Larry Johnston, Chair

ATTEST:

APPROVED AS TO FORM:

_____
Clerk of the Board

_____
Marshall Rudolph
County Counsel