



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting July 19, 2016

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

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

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2016

Recommended Action: Approve the Treasury Transaction Report for the month ending 5/31/2016

Fiscal Impact: None.

B. Mono County WIC Program Contract Amendment #15-10093, A01

Departments: Mono County WIC Program

Proposed contract Amendment with the California Department of Public Health pertaining to WIC Services.

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

Fiscal Impact: California Department of Public Health has amended the Mono County WIC contract to reflect a consumer price index increase of 2%. The total amount of the increase is \$16,320, bringing the total allocation through 9/30/2019 to \$1,104,364.

C. Agreement and Second Amendment to MOU between County and Paramedic Rescue Association

Departments: Human Resources

Proposed resolution #R16-___, adopting Agreement and Second Amendment to MOU between the County of Mono and the Mono County Paramedic Rescue Association (MCPRA).

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: This amendment results in cost savings of \$65,000 to the County and a combined decrease in compensation to MCPRA members of \$65,000, or an average annual decrease of \$2,766 (\$230 per month) per member. Without this amendment, the loss of compensation to MCPRA members could be as much as \$5,630 per member if all the automatic revisions were realized.

D. Authorize Supervisor Corless to Vote for Greg Cox for NACo Second Vice President

Departments: Board of Supervisors

Support for Greg Cox's candidacy for National Association of Counties (NACo) president.

Recommended Action: In accordance with CSAC recommendation, authorize Supervisor Stacy Corless, as the Mono County NACo representative, to vote for Greg Cox, San Diego County Supervisor for National Association of Counties (NACo) Second Vice President at the NACo Annual Business Meeting on July 25, 2016.

Fiscal Impact: None

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Keith Potter Letter Regarding Bear Issues

Departments: Clerk of the Board

Correspondence from Keith Potter, June Lake resident, regarding habituated bear issues in June Lake.

9. REGULAR AGENDA - MORNING

A. Short Range Transit Plan Update

Departments: ESTA

20 minutes (15 minute presentation; 5 minute discussion)

(John Helm) - Short Range Transit Plan Update

Recommended Action: Hear and discuss ESTA short range transit plan update.

Fiscal Impact: None

B. All Hazards Incident Management Team

Departments: Sheriff

20 minutes (10 minute presentation; 10 minute discussion)

(Sheriff Ingrid Braun) - Sheriff Braun will present the proposed Interagency All Hazards Incident Management Team Mutual Aid Agreement. This Agreement will allow Mono County to partner with the Town of Mammoth Lakes and the Mammoth Lakes Fire Department to more effectively and efficiently manage emergencies through mutual aid.

Recommended Action: Approve the Interagency All Hazards Incident Management Team Mutual Aid Agreement and authorize Sheriff Ingrid Braun and County Administrative Officer Leslie Chapman to sign the Agreement.

Fiscal Impact: At this time, it is not anticipated that there will be increases or decreases in mandated costs associated with incident management team operation and for which Mono County is responsible. However, a mutual aid agreement such as this that involves sharing across local partner agencies could maximize the use of county dollars because it distributes work efforts across multiple organizations and minimizes duplication. There may be costs associated with administration of the agreement but these costs are not determinable at this time.

C. Drug Court Update

Departments: Probation

20 minutes (10 minute presentation; 10 minute discussion)

(Dylan Whitmore) - Probation Department report on Drug Court

Recommended Action: Update the Board on the first year's progress of the Mono County Drug Court Program. Provide answers or clarifications as to the scope, duties, and services offered to those in the community.

Fiscal Impact: None

D. Sierra Center Mall Office Space Proposal

Departments: CAO

45 minutes (15 minute presentation; 30 minute discussion)

(Drew Hild/Paul Rudder) - Presentation from Drew Hild and Paul Rudder regarding a proposal for a new lease amendment for the Sierra Center Mall.

Recommended Action: Hear presentation and provide staff direction.

Fiscal Impact: None at this time.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

AFTERNOON SESSION WILL RECONVENE AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. Long Valley Hydrologic Advisory Committee Workshop

Departments: Community Development

1 hour (15 minute presentation; 45 minute discussion)

(Nick Criss) - Long Valley Hydrologic Advisory Committee Workshop, including presentation by Jim Howle, United States Geologic Survey

Recommended Action: Conduct workshop and provide any desired direction to staff.

Fiscal Impact: No fiscal impact associated with workshop.

B. Crowley Lake Skatepark - Parking Lot Improvements

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Peter Chapman) - Discussion and proposed expenditure of County Service Area 1 funds for design and construction of Crowley Lake Community Center skatepark parking lot.

Recommended Action: Approve County Service Area #1 (CSA1) expenditures on parking lot plans and construction. Provide any desired direction to staff.

Fiscal Impact: Expenditure of CSA1 funds on the skatepark parking lot. Cost of the plans is \$5,000. Engineer's estimate for parking lot construction is \$162,636.

C. Flow Agreement with the Town of Mammoth Lakes

Departments: Public Works, Solid Waste Division

15 minutes (5 minute presentation; 10 minute discussion)

(Tony Dublino) - Proposed Flow Agreement with the Town of Mammoth Lakes.

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

Fiscal Impact: The agreement ensures continued tipping fee revenue for disposal of waste received from the Town of Mammoth Lakes Franchise Hauler. Currently, this revenue is approximately \$1 million per year.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Finance

TIME REQUIRED

SUBJECT Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 5/31/2016

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 5/31/2016

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 5/31/2016](#)

History

Time

7/12/2016 11:51 AM

Who

County Administrative Office

Approval

Yes

7/12/2016 5:39 PM

County Counsel

Yes

7/6/2016 5:19 PM

Finance

Yes



Mono County Transaction Summary by Action All Portfolios

Begin Date: 4/30/2016, End Date: 5/31/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	5/5/2016	92603PEP3	275,000.00	Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019	100.39	276,078.00	0.00	1.20	276,078.00
Buy	5/5/2016	92603PEQ1	260,000.00	Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020	100.72	261,869.40	0.00	1.50	261,869.40
Buy	5/5/2016	981571CE0	200,000.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021	100.00	200,000.00	0.00	1.75	200,000.00
Buy	5/17/2016	3134G9DJ3	1,000,000.00	FHLMC 1.375 5/17/2019-16	100.00	1,000,000.00	0.00	1.38	1,000,000.00
Buy	5/17/2016	420507CF0	250,000.00	HAWTHORNE CA CTFS 2.096 8/1/2019	101.07	252,680.00	0.00	1.75	252,680.00
Buy	5/17/2016	420507CE3	250,000.00	HAWTHORNE CA CTFS 1.846 8/1/2018	100.75	251,867.50	0.00	1.50	251,867.50
Buy	5/18/2016	3134G9DQ7	1,000,000.00	FHLMC 1.5 11/18/2019-16	100.00	1,000,000.00	0.00	1.50	1,000,000.00
Buy	5/19/2016	3133EGBE4	1,000,000.00	FFCB 1.06 11/19/2018-16	100.00	1,000,000.00	0.00	1.06	1,000,000.00
Buy	5/24/2016	3134G9FT9	1,000,000.00	FHLMC 1.875 5/24/2021-16	100.00	1,000,000.00	0.00	1.88	1,000,000.00
Buy	5/25/2016	769059XS0	385,000.00	Riverside Unified School District-Ref 1.94 8/1/202	100.56	387,156.00	0.00	1.80	387,156.00
		Subtotal	5,620,000.00			5,629,650.90	0.00		5,629,650.90
Deposit	5/4/2016	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP-Quarterly	100.00	2,500,000.00	0.00	0.00	2,500,000.00
Deposit	5/19/2016	OAKVALLEY0670	1,285.35	Oak Valley Bank Cash	100.00	1,285.35	0.00	0.00	1,285.35
Deposit	5/31/2016	OAKVALLEY0670	2,030.48	Oak Valley Bank Cash	100.00	2,030.48	0.00	0.00	2,030.48
Deposit	5/31/2016	OAKVALLEY0670	21,114,792.85	Oak Valley Bank Cash	100.00	21,114,792.85	0.00	0.00	21,114,792.85
		Subtotal	23,618,108.68			23,618,108.68	0.00		23,618,108.68
Total Buy Transactions			29,238,108.68			29,247,759.58	0.00		29,247,759.58
Sell Transactions									
Called	5/23/2016	3134G82D0	1,000,000.00	FHLMC 1 2/23/2018-16	0.00	1,000,000.00	2,500.00	0.00	1,002,500.00
		Subtotal	1,000,000.00			1,000,000.00	2,500.00		1,002,500.00
Matured	5/1/2016	675383KK8	445,000.00	Oceanside CA ISD 4.5 5/1/2016	0.00	445,000.00	0.00	0.00	445,000.00
Matured	5/1/2016	675383KK8	995,000.00	Oceanside CA ISD 4.5 5/1/2016	0.00	995,000.00	0.00	0.00	995,000.00
		Subtotal	1,440,000.00			1,440,000.00	0.00		1,440,000.00
Withdraw	5/16/2016	LAIF6000Q	6,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	6,000,000.00	0.00	0.00	6,000,000.00
Withdraw	5/17/2016	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	3,000,000.00	0.00	0.00	3,000,000.00



Mono County Transaction Summary by Action All Portfolios

Begin Date: 4/30/2016, End Date: 5/31/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	5/19/2016	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/25/2016	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/31/2016	OAKVALLEY0670	21,099,283.32	Oak Valley Bank Cash	0.00	21,099,283.32	0.00	0.00	21,099,283.32
Subtotal			34,099,283.32			34,099,283.32	0.00		34,099,283.32
Total Sell Transactions			36,539,283.32			36,539,283.32	2,500.00		36,541,783.32
Interest/Dividends									
Interest	5/1/2016	675383KK8	0.00	Oceanside CA ISD 4.5 5/1/2016		0.00	32,400.00	0.00	32,400.00
Interest	5/1/2016	23130SCQ4	0.00	CURRIE ST BK CURRIE MN 0.6 7/29/2016		0.00	120.82	0.00	120.82
Interest	5/1/2016	283309KM3	0.00	El Monte CA School District GO 1.698 5/1/2018		0.00	4,245.00	0.00	4,245.00
Interest	5/1/2016	3134G3S50	0.00	FHLMC 0.625 11/1/2016		0.00	6,250.00	0.00	6,250.00
Interest	5/3/2016	594918BG8	0.00	MICROSOFT CORP 2 11/3/2020-20		0.00	5,000.00	0.00	5,000.00
Interest	5/3/2016	037833AJ9	0.00	Apple Inc 1 5/3/2018		0.00	2,500.00	0.00	2,500.00
Interest	5/6/2016	254672NC8	0.00	DISCOVER BK GREENWOOD DEL 1.9 5/6/2020		0.00	2,321.12	0.00	2,321.12
Interest	5/10/2016	35471TBU5	0.00	FRANKLIN SYNERGY BANK FRANKLIN TN 0.5 8/10/2016		0.00	100.68	0.00	100.68
Interest	5/11/2016	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	5/12/2016	9497483M7	0.00	WELLS FARGO BK NA SIOUX FALLS 1 10/12/2017		0.00	201.37	0.00	201.37
Interest	5/15/2016	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	5/15/2016	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	362.47	0.00	362.47
Interest	5/15/2016	91159HHD5	0.00	US Bancorp 1.65 5/15/2017		0.00	4,125.00	0.00	4,125.00
Interest	5/17/2016	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19
Interest	5/17/2016	095067AD6	0.00	BLOOMSDALE BANK 0.6 12/19/2016		0.00	120.82	0.00	120.82
Interest	5/19/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,285.35	0.00	1,285.35
Interest	5/26/2016	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	5/26/2016	17284C4F8	0.00	CIT BK SALT LAKE CITY 2.25 11/26/2019		0.00	2,748.70	0.00	2,748.70
Interest	5/26/2016	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05



Mono County Transaction Summary by Action All Portfolios

Begin Date: 4/30/2016, End Date: 5/31/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/27/2016	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	302.05	0.00	302.05
Interest	5/27/2016	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	281.92	0.00	281.92
Interest	5/28/2016	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	312.12	0.00	312.12
Interest	5/28/2016	59013JDB2	0.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017		0.00	171.16	0.00	171.16
Interest	5/28/2016	464209CD5	0.00	ISABELLA BANK 0.75 3/28/2017		0.00	151.03	0.00	151.03
Interest	5/29/2016	20451PKZ8	0.00	COMPASS BK BIRMINGHAM ALA 0.55 8/29/2016		0.00	671.90	0.00	671.90
Interest	5/29/2016	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	201.37	0.00	201.37
Interest	5/29/2016	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	5/30/2016	3137EADG1	0.00	FHLMC 1.75 5/30/2019		0.00	8,750.00	0.00	8,750.00
Interest	5/31/2016	3135G0F73	0.00	FNMA 1.5 11/30/2020		0.00	7,500.00	0.00	7,500.00
Interest	5/31/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,030.48	0.00	2,030.48
	Subtotal		0.00			0.00	83,975.75		83,975.75
Total Interest/Dividends			0.00			0.00	83,975.75		83,975.75



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Mono County WIC Program

TIME REQUIRED

SUBJECT Mono County WIC Program Contract
Amendment #15-10093, A01

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract Amendment with the California Department of Public Health pertaining to WIC Services.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

California Department of Public Health has amended the Mono County WIC contract to reflect a consumer price index increase of 2%. The total amount of the increase is \$16,320, bringing the total allocation through 9/30/2019 to \$1,104,364.

CONTACT NAME: Amber Hise, RD, Mono County WIC Director

PHONE/EMAIL: (760)924-4613 / ahise@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](#)

[Standard Agreement Amentment #15-10093, A01](#)

History

Time	Who	Approval
7/12/2016 11:41 AM	County Administrative Office	Yes
7/13/2016 1:43 PM	County Counsel	Yes
7/12/2016 12:05 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



June 28, 2016

TO: Honorable Board of Supervisors

FROM: Amber Hise, RD, Mono County WIC Director

SUBJECT: Mono County WIC Program Contract Amendment #15-10093, A01

RECOMMENDED ACTIONS:

Approve County entry into proposed contract and authorize Board Chair Fred Stump to execute said contract on behalf of the County.

DISCUSSION:

The purpose of this amendment is to amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A 2% increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals. This allows the Mono County WIC Program to perform more of the same services. The increase will start in Year two of the contract and will be continued in years three and four.

FISCAL IMPACT:

California Department of Public Health has amended the Mono County WIC contract to reflect a consumer price index increase of 2%. The total amount of the increase is \$16,320, bringing the total allocation through 9/30/2019 to \$1,104,364.

If you have any questions concerning this agenda item, please contact Amber Hise at (760)924-4613.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

Check here if additional pages are added: 6 Page(s)

Agreement Number 15-10093	Amendment Number A01
Registration Number:	

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

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name Mono County Health Department WIC Program	
(Also referred to as Contractor)	
2. The term of this Agreement is: **October 1, 2015 through September 30, 2019**
3. The maximum amount of this Agreement after this amendment is: **\$ 1,104,364**
 One Million, One Hundred Four Thousand Three Hundred Sixty-Four Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Purpose of amendment:** The purpose of this amendment is to amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A two 2% increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals this allows the contractor to perform more of the same services. The increase will start in Year Two of the contract and will be continued in Years Three and Four.

This amendment also reflect shifting of funds between expense categories in Year One of the contract due actual expenditures costs.

II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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 WIC Program		
By (Authorized Signature) 		Date Signed (Do not type)
Printed Name and Title of Person Signing Fred Stump, Chair, Mono County Board of Supervisors		
Address 437 Old Mammoth Road #Q Mammoth Lakes, 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		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exempt per:

III. **Exhibit A, Scope of Work, revised as follows:**

Provisions 2 Definitions, K and FF through LL as follows:

2. Definitions

- K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, ~~(including fixed and satellite sites)~~, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- FF. **WIC Clinic Sites** - A site that is solely designated for WIC services. ~~This includes fixed clinic sites and satellite clinic sites.~~
- ~~GG. **WIC Clinic Sites (Fixed)** - A site that is solely designated for WIC services (e.g., a room or suite of rooms in a health center or business mall).~~
- ~~HH. **WIC Clinic Sites (Satellite)** - A site that is not designated solely for WIC services, such as a community center, church, or library. Staff must set up and take down equipment (e.g., laptops and printers).~~
- ~~GG. **WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.~~
- ~~HH. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.~~
- ~~II. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.~~
- ~~JJ. **WPPM** means the WIC Policy and Procedure Manual.~~

Provision 4.B. Services Hours:

4. Service Hours

- B. When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated. ~~and the changes are reflected on the CDPH/WIC Division website.~~

Provision 5.A.and B. Project Representatives

5. Project Representatives

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

California Department of Public Health	Mono County Health Department WIC Program
Lisa Widmark Afiya Boswell Contract Manager Telephone: (916) 928-8527 (916) 928-8887 Fax: (916) 263-3314 E-mail: Lisa.Widmark@cdph.ca.gov Afiya.Boswell@cdph.ca.gov	Lynda Salcido Public Health Director, Public Health Nurse Telephone: (760) 924-1830 Fax: (760) 924-1831 E-mail: lsalcido@mono.ca.gov

B. Direct all inquiries to:

California Department of Public Health	Mono County Health Department WIC Program
CDPH/WIC Division Attention: Lisa Widmark Afiya Boswell Local Operations Section 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8527 (916) 928-8887 Fax: (916) 263-3314 E-mail: Lisa.Widmark@cdph.ca.gov Afiya.Boswell@cdph.ca.gov	Mono County Health Department WIC Program Attention: Lynda Salcido Amber Hise Public Health Director, Public Health Nurse 437 Old Mammoth Road, #Q Mammoth Lakes, CA 93546 Telephone: (760) 924-1830 (760)924-4613 Fax: (760) 924-1831 E-mail: lsalcido@mono.ca.gov ahise@mono.ca.gov

Provision 6.A.8), and 19)c)

6. Contractor Responsibilities

A. Administrative Contract Requirements

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at remote WIC clinic sites; and provide community outreach activities.

19) Motor Vehicles and Vehicle Maintenance

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph ~~34~~.B.

Provision 6.A.24) has been added as follows:

A. Administrative Contract Requirements

- 24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).**
- a) If the Contractor elects to use a third-party data reporting system, the Contractor must:
- i) Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
 - ii) Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment II), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;
 - iii) Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
 - iv) Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
 - v) To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, revised as follows:

Task 2: Nutrition Education:

Activities to Support the Objective

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, § 6.A.6).

Task 5: Outreach:

Deliverables

- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, § 6.A.6).

Task 6: WIC Vender Technical Assistance and Support:

Activities to Support the Objective

Function 1: Coordinate and conduct with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly Technical Assistance (TA) site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the TA site visit and upon request in between onsite visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

~~Function 5: Participate in and document vendor related projects on an as needed basis.~~

Deliverables

- A. Assist the Contractor's Training Coordinator to Ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- C. Meet a minimum 90 percent performance standard of ~~TA~~ vendor onsite visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every ~~TA~~ WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- ~~G. Document results of vendor related project outcomes and submit to the CDPH/WIC Division as required.~~
- ~~H.G.~~ Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- ~~H.~~ Include LVL activities in the Semi-annual Report.

Task 7: Farmers' Market Nutrition Program: (N/A Not Applicable – Not part of this contract, content intentionally omitted)

Activities to Support the Objective

Function 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Task 9: Regional Breastfeeding Liaison Program – (N/A Not Applicable - Not part of this contract, Content intentionally omitted)

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion as defined by the agency's RBL Plan of Action. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care. (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, community-based organizations, public health departments, health clinics, hospitals, businesses, etc.).

Function 2: The RBL will work with health care providers to improve their understanding of breastfeeding and WIC's role as a breastfeeding resource and to increase referrals.

Deliverables

- A. Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Plan of Action template.
- E. RBL shall participate in meetings, webinars, conferences, webinars and conference calls as requested required by the CDPH/WIC Division. As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.

V. Add Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System (Sample Agreement), is hereby augmented into this agreement.

VI. Exhibit B - Budget Detail and Payment Provisions, revised as follows:

Provision 1.B. and E.

1. Invoice and Payment

- B. Contractor shall submit one (1) original invoice, in arrears, not more frequently than monthly, unless an alternative period has been approved in writing, in advance, by the CDPH/WIC Division. Each monthly invoice shall include the Contractor's Agreement Number and shall be submitted for payment no more than forty-five (45) calendar days following the close of each billing period. Invoices are to be submitted to:

California Department of Public Health
WIC Division
Attention: Local Operations Section, Contract Manager
3901 Lennane Drive
Sacramento, CA 95834

- E. The invoice shall be signed by the Contractor's invoice preparer ~~WIC Director~~ and the Agency Director (or designee). If a designee signs an invoice for the Agency Director, a letter signed by the Agency Director shall be on file to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Provision 4.A. Amounts Payable revised as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$272,011 for the budget period of 10/1/2015 through 9/30/2016.
- 2) ~~\$272,011~~ **\$277,451** for the budget period of 10/1/2016 through 9/30/2017.
- 3) ~~\$272,011~~ **\$277,451** for the budget period of 10/1/2017 through 9/30/2018.
- 4) ~~\$272,011~~ **\$277,451** for the budget period of 10/1/2018 through 9/30/2019.

XII. Exhibit B, Attachment I through II, Budgets have been revised in its entirety as attached.

XIII. Exhibit B, Attachment IV, Invoice Sample has been revised in its entirety as attached.

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

Template
**Service Agreement for Third Party Entity's Data
Reporting System**

Between
Third Party Entity
And
California WIC Local Agency

This Fee for Service Agreement (this "Agreement") is made and entered into as of date by and between Third Party Entity and California WIC Local Agency, the party identified under Section I as the "Customer" for the purpose of this Agreement.

IDENTITY OF CUSTOMER:

Legal Name: _____
DBA of Customer: _____
Address: _____
City/State/Zip: _____
Business Telephone: _____
Email of Customer: _____
Name of Customer Contact: _____
Phone Number of Customer Contact: _____

IDENTITY OF THIRD PARTY ENTITY:

Legal Name: _____
DBA: _____
Address: _____
City/State/Zip: _____
Business Telephone: _____
Data Reporting System Name: _____
Project Director Name: _____

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

Project Director Phone #: _____
Project Director Email Address: _____
Contract Manager Name: _____
Contract Manager Email Address: _____

I. Term and Termination

Term: The term of this Agreement shall begin after signed by both parties and it shall remain in effect for four (4) years.

Termination without Cause: Either party may terminate this Agreement at any time and for any reason with at least thirty (30) calendar days prior written notice to the other party.

Termination for Cause: With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- i. A material violation or breach of this Agreement by the other party which is not cured within 15 calendar days after written notice from the terminating party.

II. Scope of Work

The above Customer gives permission to Third Party Entity to download and access their Standard Local Agency Dataset (SLAD) on a monthly basis from the California Department of Public Health's data system. Third Party Entity System Administrators will have access to the Customer's WIC data contained in the SLAD files, and said files will reside at Third Party Entity for the purpose of this project.

Customer's SLAD data, containing WIC participant identifiable information, will not be shared with any entity outside of this Customer without written permission.

Third Party Entity will use the SLAD files to generate a standard set of caseload reports for this Customer and will provide the Customer access to those reports on a secure website.

This Customer will only have access to detailed reports on its own participant data. Some reports may contain aggregated data from other California Local WIC Agencies also using the Third Party Entity's Data Reporting System for comparison of overall statistics. Individual California Local WIC Agencies are not identified in these aggregated data reports, and the Third Party Entity's Data Reporting System will only display aggregated data from other California Local WIC agencies for comparison purposes if the Third Party Entity's Data Reporting System includes 10 or more California Local WIC Agencies.

The following services will be provided by the Third Party Entity:

1. Third Party Entity will host and provide support (including backup, recovery and periodic software updates) for the Third Party Entity's Data Reporting System.

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

2. Third Party Entity will add all new users to the system as User Security Affidavits (USA) are received from this Customer.

III. Cost

Third Party Entity will invoice the Customer on an annual basis, and payment will be due from the Customer upon receipt of invoice for services.

Formula used to determine cost per year: _____

The total cost for this Customer for a full year will be: \$ _____

IV. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement.

V. Insurance

Third Party Entity shall obtain and maintain on file in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

1. Workers' Compensation insurance.
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease EA Employee \$1,000,000
 - c. E.L. Disease Policy Limit \$1,000,000.
2. Liability insurance. Third Party Entity shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and with an A.M. Best rating of A:VII or better, or equivalent self-insurance.
3. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Third Party Entity or any officer, agent, or employee of Third Party Entity under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System

4. Professional Liability/Errors and Omissions. Third Party Entity shall provide professional liability or errors and omissions insurance for all activities of Third Party Entity arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
5. Comprehensive Automobile Liability Insurance. If Third Party Entity's obligations under this Agreement shall involve the operation of owned, hired, leased and/or non-owned vehicles, Third Party Entity shall provide comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Third Party Entity's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

VI. Confidentiality

1. Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by Third Party Entity which relates to the Customer's past, present, and future activities, as well as activities under this Agreement. Third Party Entity shall hold all such information as Third Party Entity may receive or create, if any, in trust and confidence, except with the prior written approval of the Customer, as expressed through the identified contact for this Agreement. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Third Party Entity shall delete all online data which contains any such confidential information, except that Third Party Entity may retain for its files a copy of Third Party Entity's work product if such product has been made available to the public by the customer.
2. Protection of Personally Identifiable Information and Protected Health Information.
 - a. This software system does not contain any Protected Health Information (PHI) and is therefore not constrained by HIPAA regulations.
 - b. This software system does contain information managed by The California Department of Public Health, The Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) and all data shall be managed and kept confidential according to the rules governing CDPH/WIC.
 - c. Third Party Entity shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of the Customer's information; these standards, will, at a minimum, conform to CDPH's standards as outlined in its *Information Privacy and Security Requirements (For Non-HIPAA/HITECH Act Contracts)*. This document is the standard Exhibit G included in the October 2015 – September 2019 contracts between CDPH/WIC and each WIC Local Agency.
 - d. Third Party Entity agrees to notify the Customer immediately of any unauthorized access to or disclosure of WIC information that it becomes aware of.
 - e. Third Party Entity will be responsible for all costs associated with Third Party

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

Entity's breach of the security and the privacy of the Customer's WIC information, or its unauthorized access to or disclosure, including, but not limited to, mitigation of the breach, cost to the Customer of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations.

VII. Notices

Notices shall be delivered in person, via email or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by email/mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

Customer

Name: _____
Attn: _____
Address: _____
Email: _____

Third Party Entity

Name: _____
Attn: _____
Address: _____
Email: _____

VIII. Venue

This Agreement is entered into in Third Party Entity's County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Third Party Entity's County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Third Party Entity's County, California and waives any defense of forum non conveniens.

IX. Access to Records/Retention

The Customer, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Third Party Entity which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Third Party Entity shall maintain all required Agreement related records for at least seven (7) years

**Exhibit B, Attachment I A1
Budget**

	Year 1 10/1/2015 - 9/30/2016			Year 2 10/1/2016 - 9/30/2017			Year 3 10/1/2017 - 9/30/2018			Year 4 10/1/2018 - 9/30/2019			Totals	Total Adj.	Totals Amendment A-01	
	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01				
Personnel																
Total Salaries and Wages	116,073	6,065	122,138	120,021	3,198	123,219	124,577	3,508	128,085	127,911	(3,876)	124,035	488,582	8,895	497,477	
Fringe Benefits	96,247	(2,189)	94,058	96,016	(5,623)	90,393	94,678	(2,380)	92,298	94,654	(2,298)	92,356	381,595	(12,490)	369,105	
Personnel	212,320	3,876	216,196	216,037	(2,425)	213,612	219,255	1,128	220,383	222,565	(6,174)	216,391	870,177	(3,595)	866,582	
Operating Expenses	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Total Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Totals	Adj.	Total Amendment A-01	
Minor Equipment	-	-	-	-	2,620	2,620	-	1,973	1,973	-	2,356	2,356	-	6,949	6,949	
General Office Expenses	5,521	(5,521)	-	414	(258)	156	500	(500)	-	422	25	447	6,857	(6,254)	603	
Training	-	800	800	-	1,600	1,600	-	-	-	-	1,600	1,600	-	4,000	4,000	
Travel	7,000	(6,034)	966	3,000	-	3,000	3,560	(3,560)	-	-	2,500	2,500	13,560	(7,094)	6,466	
Professional Certifications	60	(60)	-	60	-	60	60	(60)	-	60	-	60	240	(120)	120	
Outreach	200	(200)	-	200	(200)	-	200	(200)	-	-	-	-	600	(600)	-	
Media/Promotion	200	(200)	-	200	(200)	-	200	(200)	-	-	-	-	600	(600)	-	
Program Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Audit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Facility Costs (See Exhibit B Attachment III for breakdown)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Operating Expenses	12,981	(11,215)	1,766	3,874	3,562	7,436	4,520	(2,547)	1,973	482	6,481	6,963	21,857	(3,719)	18,138	
Major Equipment	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Totals	Adj.	Total Amendment A-01	
Telephone System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Information Technology Equipment	-	-	-	4,572	(1,572)	3,000	-	-	-	-	-	-	4,572	(1,572)	3,000	
Vehicle (s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Major Equipment	-	-	-	4,572	(1,572)	3,000	-	-	-	-	-	-	4,572	(1,572)	3,000	
Subcontracts	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Totals	Adj.	Total Amendment A-01	
Subcontracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Indirect Costs	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Budget	Budget Adj.	Budget Amendment A-01	Totals	Adj.	Total Amendment A-01	
Indirect Costs	46,710	7,339	54,049	47,528	5,875	53,403	48,236	6,859	55,095	48,964	5,133	54,097	191,438	25,206	216,644	
TOTAL COSTS	272,011	-	272,011	272,011	-	277,451	272,011	-	277,451	272,011	-	277,451	1,088,044	-	1,104,364	

**Exhibit A, Attachment IV
Template Service Agreement for Third Party
Entity's Data Reporting System**

after the Customer makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

WIC data contained in the system shall be retained for one (1) year after the termination of the Agreement unless otherwise requested by the Customer.

X. Administration

The below signed parties certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The individual signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

Third Party Entity:

Individual's Name

Date

Printed Name

Title

Customer:

Individual's Name

Date

Printed Name

Title

Exhibit B, Attach II A1
Detail Worksheet

Personnel	Exhibit A SOW & A	Exhibit A Attach I	Year 1 10/1/2015 - 9/30/2016				Year 2 10/1/2016 - 9/30/2017				Year 3 10/1/2017 - 9/30/2018				Year 4 10/1/2018 - 9/30/2019				Totals	Totals Adj.	Totals Amend A-01								
			Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Current Base Annual Salary Amend A-01	Current Base Annual Salary Amend A-01	FTE	FTE Amend A-01	Budget	Budget Amend A-01	FTE	FTE Amend A-01	Budget	Budget Amend A-01	FTE	FTE Amend A-01	Budget	Budget Amend A-01				FTE	FTE Amend A-01	Budget	Budget Amend A-01				
WIC Director/Responsible Director/Nutrition Education Coordinator (V)	14.25	1.8	56,776	87,788		1.00		87,788	1,524	58,590	1.00	1.00	58,612	(170)	59,442	1.00	1.00	62,178	536	62,712	1.00	1.00	63,946	1,810	65,856	242,770	3,800	246,570	
WIC Nutrition Assistant/Breast Feeding Coordinator (V)	14.18	1.4	43,972	52,996		1.00		48,572	46,572	47,781	1.00	1.00	47,781	(859)	47,229	1.00	1.00	49,235	433	49,668	1.00	1.00	50,485	1,543	52,028	194,053	1,424	195,477	
WIC Nutrition Assistant (V)	18	1.8	38,520	46,836		0.30	0.40	13,465	4,541	17,009	0.30	0.20	12,628	(2,345)	9,283	0.30	0.20	13,168	(3,567)	9,599	0.30	0.30	13,500	(13,500)	0	51,739	(15,871)	35,868	
Fiscal & Administrative Officer	12.13			80,580										2,044	2,044					2,171					2,238	2,238	6,481	8,401	
Director of Public Health	12.13			128,604										9,221	9,221					9,935					9,935	9,935	13,031	13,031	
Contractors (1)																													
Total Salaries and Wages								116,973	8,065	122,138			120,021	5,198	122,219			124,577	3,508	128,085			127,911	(3,876)	134,038	488,582	8,884	497,477	
Fringe Benefits (C)																													
Total Personnel								82.97%	96,247	77.01%	94,058	80.00%	96,016	73.36%	90,383	76.00%	94,678	72.08%	92,296	74.00%	94,654	74.46%	92,306	381,585	(12,490)	369,105			
Operating Expenses								212,320	215,196	216,027			219,265	213,612	216,391			222,565	220,383	216,391			216,391	870,177	(12,490)	857,687			
Minor Equipment (E)	17.19	1.9																											
General Office Expenses	DXA1.C.17.18	1.8																											
Training	7	1.8																											
Travel	8																												
Professional Certifications	8.5																												
Outreach	9																												
Media/Promotion	9																												
Program Materials	9.18	1.9																											
Vehicle Maintenance	9.18	1.9																											
Auto	9.18.12.14																												
Facility Costs (See Exhibit B Attach II for seasonals) (F)	11																												
Total Operating Expenses								12,881	(11,216)	1,765			3,874	3,862	7,438			4,620	(2,647)	1,973			482	6,481	6,983	21,857	(3,719)	18,138	
Major Equipment (G) - unit cost must be \$5,000 or more																													
Telephone System	11	1.9																											
Information Technology Equipment	11.16.26.27	1.8																											
Vehicle(s)	6.17.18.18																												
Photocopy Equipment	6.17.18																												
Total Major Equipment																													
Subcontracts (H)																													
Total Subcontracts																													
Total Indirect Costs																													
Total Costs																													

(1) Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
 (2) Longevity, Retention, Differential and COLA - Positions that receive these compensators will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
 (3) Overtime - is budgeted for up to a 3% increase for each year.
 (4) Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.
 (5) Minor Equipment - Desks, Computers, Chairs, Tables, Modular furniture, Monitors and Printers- Refer to Exhibit (D)(F) Page 3, Paragraph 3
 (6) Vehicle Maintenance - maintenance over \$500 will need CDPH/WIC Division approval.
 (7) Facility Costs - includes Rent, janitorial, Security, Maintenance and Utilities
 (8) Major Equipment - Refer to Exhibit (D)(F) page 3, Paragraph 3 for instructions. Vehicle(s) will be used for Facility Site Visits, Conferences, Trainings, and Outreach. Unit cost must be \$5,000 or more.
 (9) Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.

Exhibit B, Attachment IV A1 Invoice Sample

Mono County Health Department WIC Program
15-10093 A01
California Department of Public Health
Women, Infants and Children Division
3901 Lennane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE
Budget Period 10/01/15 - 09/30/16

Contractor's Name: Sample Local Agency
Contractor's Address: 1234 WIC Road
Sacramento, CA 958234

Invoice Date: _____
Invoice Number: #01
Contract Number: 15-12345
Vendor Number: 0000001234-56
Billing Period: _____

Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Total Amount Requested	Year to Date Invoiced	Remaining Budgeted Amount
PERSONNEL	\$ -				\$ -
Total Salaries & Wages	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
Minor Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
General Office Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Certifications	\$ -	\$ -	\$ -	\$ -	\$ -
Outreach	\$ -	\$ -	\$ -	\$ -	\$ -
Media/Promotion	\$ -	\$ -	\$ -	\$ -	\$ -
Program Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Audit	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Costs	\$ -	\$ -	\$ -	\$ -	\$ -
MAJOR EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone System	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle(s)	\$ -	\$ -	\$ -	\$ -	\$ -
Photocopy Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
SUBCONTRACTS	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS (Maximum 13.8% of Total Personnel Costs)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -
			Amount to be Paid	\$ -	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Sign in BLUE INK only.

Preparer's Signature	Preparer's Telephone	Agency Director's Signature	Date
Print Preparer's Name	Preparer's Email	Print Agency Director's Name	

FOR STATE USE ONLY - APPROVED FOR PAYMENT

15-53303-5510-741-01-10557L-15 Local Assistance	15-53300-5510-741-01-10572L-15 FMNP	15-53313-5510-741-01-10556L-14 BFPC			
Billing Code	Billing Code	Billing Code			
\$ -					
Date	Amount	Date	Amount	Date	Amount

Contract Manager Signature	Date	LOU Chief Signature	Date
----------------------------	------	---------------------	------

**Exhibit B, Attachment IV A1
Invoice Sample**

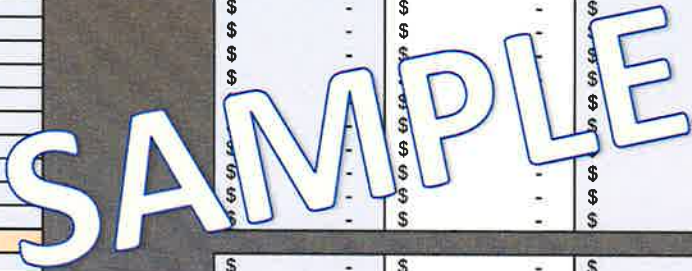
Mono County Health Department WIC Program
15-10093 A01
California Department of Public Health
Women, Infants and Children Division
3901 Lennane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE
Budget Period 10/01/15 - 09/30/16

Contractor's Name: **Sample Local Agency**
Contractor's Address: 1234 WIC Road
Sacramento, CA 958234

Invoice Date: _____
Invoice Number: **#01**
Contract Number: **15-12345**
Vendor Number: **0000001234-56**
Billing Period: _____

WIC SERVICES:		NSA (Includes LVL - Unrestricted)			
Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Amounts Requested	Year to Date Invoiced	Remaining Budgeted Amount
PERSONNEL					
Total Salaries & Wages		\$ -	\$ -	\$ -	
Fringe Benefits		\$ -	\$ -	\$ -	
OPERATING EXPENSES					
Minor Equipment		\$ -	\$ -	\$ -	
General Office Expenses		\$ -	\$ -	\$ -	
Training		\$ -	\$ -	\$ -	
Travel		\$ -	\$ -	\$ -	
Professional Certifications		\$ -	\$ -	\$ -	
Outreach		\$ -	\$ -	\$ -	
Media/Promotion		\$ -	\$ -	\$ -	
Program Materials		\$ -	\$ -	\$ -	
Vehicle Maintenance		\$ -	\$ -	\$ -	
Audit		\$ -	\$ -	\$ -	
Facility Costs		\$ -	\$ -	\$ -	
MAJOR EQUIPMENT					
Telephone System		\$ -	\$ -	\$ -	
Information Technology Equipment		\$ -	\$ -	\$ -	
Vehicle(s)		\$ -	\$ -	\$ -	
Photocopy Equipment		\$ -	\$ -	\$ -	
SUBCONTRACTS					
INDIRECT COSTS (Maximum 13.8% of Total Personnel Costs)					
		\$ -	\$ -	\$ -	
TOTALS	\$ 240,000.00	\$ -	\$ -	\$ -	\$ 240,000.00





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Human Resources

TIME REQUIRED

SUBJECT Agreement and Second Amendment
to MOU between County and
Paramedic Rescue Association

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution #R16-___, adopting Agreement and Second Amendment to MOU between the County of Mono and the Mono County Paramedic Rescue Association (MCPRA).

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

This amendment results in cost savings of \$65,000 to the County and a combined decrease in compensation to MCPRA members of \$65,000, or an average annual decrease of \$2,766 (\$230 per month) per member. Without this amendment, the loss of compensation to MCPRA members could be as much as \$5,630 per member if all the automatic revisions were realized.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760-932-5415 / dbutters@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](#)

History

Time	Who	Approval
7/14/2016 3:00 PM	County Administrative Office	Yes
7/13/2016 4:47 PM	County Counsel	Yes
7/14/2016 5:39 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

June 19, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Subject: Agreement and Second Amendment to the MOU between County and Mono County Paramedic Rescue Association.

Recommended Action: Adopt proposed resolution #R16-__, adopting Agreement and Second Amendment to MOU between the County of Mono and the Mono County Paramedic Rescue Association (MCPRA).

Discussion: The attached resolution and MOU amendment is the result of MCPRA's desire to eliminate Article 36, "Automatic Revisions to Terms and Conditions" which contains language that requires MCPRA members to make salary and benefit concessions when total expenditures for the Emergency Medical Services budget exceed \$3,441,721 in any fiscal year. The MCPRA members wish to eliminate the uncertainty of waiting until each fiscal year closes to know if there will be salary concessions and the County desires immediate budget savings, so both parties were able to reach the attached agreement and now request that your Board consider approving the amendment via resolution.

Fiscal Impact: This amendment results in cost savings of \$65,000 to the County and a combined decrease in compensation to MCPRA members of \$65,000, or an average annual decrease of \$2,766 (\$230 per month) per member. Without this amendment, the loss of compensation to MCPRA members could be as much as \$5,630 per member if all the automatic revisions were realized.



R16-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
AGREEMENT AND SECOND AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE MONO COUNTY
PARAMEDIC RESCUE ASSOCIATION**

WHEREAS, the County of Mono ("COUNTY") and the Mono County Paramedic Rescue Association ("ASSOCIATION") entered into a Memorandum of Understanding on or about October 7, 2014, which was amended on or about November 12, 2014 (the MOU); and

WHEREAS, the COUNTY and the ASSOCIATION believe that certain terms contained within the MOU are not in the best interests of the employees who are members of the ASSOCIATION or in the best interests of the COUNTY; and

WHEREAS the COUNTY and the ASSOCIATION have therefore met, conferred, and negotiated in good faith to modify the MOU, as shown in the Second Amendment to the MOU, which is attached hereto as an exhibit and incorporated by this reference;

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

The Agreement and Second Amendment to the Memorandum of Understanding between the County and the Mono County Paramedic Rescue Association, a copy of which is attached hereto as an exhibit, is hereby ratified, adopted and approved, and the terms and conditions of employment set forth in the MOU, as modified by the First and this Second Amendment are hereby prescribed for the employee classifications represented by that Association. The Chair of the Board of Supervisors shall execute said Agreement and Second Amendment to the MOU on behalf of the County.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**AGREEMENT AND SECOND AMENDMENT TO MEMORANDUM
OF UNDERSTANDING BETWEEN MONO COUNTY AND
THE MONO COUNTY PARAMEDIC RESCUE ASSOCIATION**

I. Recitals

This Agreement and Second Amendment, between the County of Mono (COUNTY) and the Mono County Paramedic Rescue Association (ASSOCIATION) modifies the Memorandum of Understanding (MOU) between the COUNTY and the ASSOCIATION in effect from August 1, 2014, through July 31, 2017. The purpose of this Agreement and Second Amendment is to eliminate or modify provisions in the MOU mutually agreed by the County and the Association to be contrary to the best interests of both the employees represented by the Association and the County.

In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the COUNTY and the ASSOCIATION hereby agree as follows:

II. Terms and conditions

1. Article 3 to the MOU is amended to read as follows:

ARTICLE 3. TERM; RENEGOTIATION

The provisions of this MOU (hereinafter "MOU") shall be effective from and after August 1, 2014, unless otherwise specified. This MOU shall expire at 12:00 midnight on June 30, 2018, except as otherwise provided by state law. The parties expect to begin negotiations for a successor MOU at least six (6) months prior to the expiration of this MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

2. Article 9 to the MOU is amended to read as follows:

ARTICLE 9. CAFETERIA PLAN

- A. Commencing on August 1, 2016 or as soon thereafter as the COUNTY implements this section, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the employee will contribute into the Cafeteria Plan an amount exactly equal to twenty percent (20%) of the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family). Any permanent part-time employees shall have a health insurance benefit equal to 50% of that provided to a permanent full-time employee.
- B. The COUNTY will ensure that in addition to paying the statutory amount prescribed by Government Code section 22892, it will pay the remaining cost of the PERS Choice premium regardless of the state or County in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash

back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

- C. The County shall not make any contributions to the Cafeteria Plan for covered employees who are not enrolled in CalPERS medical coverage.

3. Article 13 to the MOU is amended to read as follows:

ARTICLE 13. SICK LEAVE

- A. Permanent covered employees will accrue 11.2 hours of sick leave each month.
- B. Sick leave shall accrue upon the employee's date of employment, but not in accordance with Mono County Code Section 2.68.100, as may have been superseded, because covered employees work 24-hour shifts (or "days"), and 56-hour weeks. Covered employees hired prior to July 1, 2016, shall be permitted to accrue up to one year's worth of sick leave (as calculated by PERS for retirement credit purposes) for the purpose of applying up to one year's worth of sick leave toward PERS service credit upon separation from employment with the County, as may be permitted by California Government Code Section 20965. Otherwise, the employee shall only be entitled to utilize sick leave as if they can accrue a maximum of 960 hours, and may be compensated for no more than 960 hours of accrued sick leave as follows:
 - (1) If the employee has worked for the COUNTY less than five (5) years, or elects to apply sick leave toward PERS service credit as provided for above, no amount shall be paid for accrued sick leave.
 - (2) If the employee has worked for the COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid fifty percent (50%) of the dollar value of the accrued sick leave.
 - (3) If the employee has worked for the COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
 - (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.
 - (5) The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.
- C. Employees hired on or after July 1, 2016, may accrue up to one year's worth of sick leave (as calculated by PERS for retirement credit purposes) for the purpose of applying such leave toward PERS service credit upon separation from employment with the County, as permitted by California Government Code

Section 20965. These employees shall not have the option of cash payout for the dollar value of accrued sick leave.

4. Article 24 to the MOU is amended to read as follows:

ARTICLE 24. LICENSING

Covered employees shall meet and maintain any licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. The COUNTY shall (1) Pay for or reimburse covered employee for any course fees pre-approved by Department Head in writing upon submission of an invoice or other documentation acceptable to the Finance Director; (2) Pay for or reimburse covered employee applicable license renewal fee(s). In the event and to the extent that COUNTY directs a covered employee to attend a particular class or training, time spent attending that class or training shall be considered “hours worked.” Time spent traveling to the location of such a class or training shall not be considered “hours worked” unless it occurs during a covered employee’s regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA.)

5. Article 27 to the MOU is amended to read as follows:

ARTICLE 27. SALARY ADJUSTMENTS

- A. Except as otherwise provided herein, covered employees shall receive no increases of any kind to their base salary during the term of this MOU, with the exception of increases resulting from changes in job classifications (e.g., promotions, reclassifications, and transfers). For purposes of this Article, “base salary” means the range and step at which the covered employee is paid.**
- B. Effective as of August 1, 2014, covered employees shall be eligible to earn or receive “step increases.” And no time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or any imposed terms and conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU. Notwithstanding any provision in the Mono County Code or Mono County Personnel System to the contrary, each “step increase” provided pursuant to this MOU shall be equivalent to two and one half percent (2.5%) of the employee’s base salary (a total of 10 steps, instead of 5, shall be available under this provision).**
- C. For the Fiscal Year 2017-18 (commencing on July 1, 2017), covered employees will receive a 2% cost of living adjustment.**
- D. All employees will be required to utilize direct deposit of their payroll checks.**
- E. Note: The base salary of an employee promoted to be a Station Captain shall continue to be fifteen percent (15%) above the base salary of the employee at the time they are promoted. For purposes of this section “base salary” shall mean the range and step at which the employee is paid.**

6. Article 31 to the MOU is amended in its entirety to read as follows:

ARTICLE 31. ACCUMULATION OF COMPENSATORY TIME

Covered employees may not accumulate compensatory time. For any compensatory time a covered employee earned prior to this MOU, said compensatory time shall be utilized by the employee as provided for by the FLSA, and otherwise may be purchased by the COUNTY in forty (40) hour increments on December 31st of each year following implementation of this MOU.

7. Section E of Article 35 to the MOU is amended to read as follows:

ARTICLE 35. MISCELLANEOUS PROVISIONS

E. Staffing Levels.

While the COUNTY does not concede that it is required to meet and confer about this issue, during the term of this MOU the COUNTY shall determine the appropriate Paramedic to EMT ratio in its sole discretion.

8. Article 36 to the MOU, and the Automatic Revisions referenced therein, are deleted in their entirety.

III. Execution

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Second Amendment to the Memorandum of Understanding with the intent that it be effective for the period herein specified.

KEVIN SMITH, PRESIDENT **Date**
Paramedic Rescue Association

FRED STUMP, CHAIRMAN **Date**
Board of Supervisors
County of Mono

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Authorize Supervisor Corless to Vote
for Greg Cox for NACo Second Vice
President

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)
Support for Greg Cox's candidacy for National Association of Counties (NACo) president.

RECOMMENDED ACTION:

In accordance with CSAC recommendation, authorize Supervisor Stacy Corless, as the Mono County NACo representative, to vote for Greg Cox, San Diego County Supervisor for National Association of Counties (NACo) Second Vice President at the NACo Annual Business Meeting on July 25, 2016.

FISCAL IMPACT:

None

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time

Who

Approval

7/14/2016 12:08 PM	County Administrative Office	Yes
7/14/2016 6:20 PM	County Counsel	Yes
7/14/2016 5:35 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

July 19, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Subject: Support for Greg Cox, San Diego County Supervisor as a candidate for NACo Second Vice President.

Fiscal Impact: None

Recommended Action: In accordance with CSAC and RCRC recommendation, authorize Supervisor Stacy Corless, as the Mono County NACo representative, to vote for Greg Cox, San Diego County Supervisor for National Association of Counties (NACo) Second Vice President at the NACo Annual Business Meeting on July 25, 2016.

Discussion: Read more about Supervisor Cox's experience here <http://www.naco.org/articles/greg-cox>.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Keith Potter Letter Regarding Bear Issues

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence from Keith Potter, June Lake resident, regarding habituated bear issues in June Lake.

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:

<p>Click to download</p> <p> Keith Potter Letter to BOS</p>

History

Time	Who	Approval
7/12/2016 11:45 AM	County Administrative Office	Yes
7/12/2016 5:43 PM	County Counsel	Yes

7/12/2016 11:58 AM

Finance

Yes

7/11 /16

From: Keith Potter/President June Lake USFS Tract

To: Mono County Board of Supervisors
Tim Taylor Wildlife Biologist
Ingrid Braun Mono County Sherriff

Subject: Habituated Bear issues in June Lake

Dear Sirs,

I am writing on behalf of the June Lake USFS Tract. We consist of 35 cabins on the West end of June Lake. We just had our annual Tract meeting and as President I was asked by the association to reach out to you regarding the problem bears in our area. As you know, we (and other parts of the June Lake Loop) have been besieged with bear break-ins last fall and again this spring. We all know and understand that we live in bear country and our Tract is very diligent in making sure our members do all we can to discourage unwanted bear contact. This runs the gamut of usual common sense precautions, such as no food/trash in cars or out buildings, locking cars and homes at night and closing blinds and shuttering cabins when absent and at season's end.

Even with the above precautions we have had 15 cabins damaged (siding ripped off, shutters torn down etc.) and 8 broken into (one while the resident was home!). This is just over the last 6 months. When cabin owners arrived to witness the damage, they contacted the Sheriff and Department of Fish and Wildlife. As usual, by the time the authorities arrived the damage was done and the problem bear was long gone. The big issue is that there is no realistic post attack protocol:

1. The sheriff and FAW do not have the time or manpower to "stakeout" a location and wait for the problem bear to return.
2. Issuing of a predation permit is unrealistic as very few homeowners have the gun and skill to kill a bear.
3. If a homeowner was inclined to deal with the bear on his or her own, the June Lake area is a no shooting zone.

This leaves the residents basically helpless to stop the intrusions and emboldens the already problem bears to continue attacks in the same area again and again.

Therefore, we, as a group, would like to petition the County to implement a trapping program contracted thru the USDA Wildlife Services. Per my conversations with Mr. Taylor and in reading the recent (7/2) article in the Sheet it appears that this is common practice in most rural counties in California. Apparently, funding is often provided by cost sharing with the USDA/ Animal Plant inspection Services and the CDFW reserve funds from penalty fees.

The way we understand the program, once contracted, the trappers can be called in when the problem bear is active and will stay in the area until that animal is caught. We see this as a win/win for both the County and the homeowners, as it allows a professional group to handle trapping during the period when attacks are occurring with a high degree of confidence of eliminating the correct animal.

As I said earlier we are not anti-bears in any way, and in fact we bought our cabins with the knowledge that we live in a very rural area and we enjoy all that comes with that. But bears that are habituated to the degree we're dealing with are not a "normal part of Mother Nature". These bears or bear will continue to destroy property and in some cases endanger lives until dealt with. We ask you as our public representatives to help us deal with this challenging situation in a legal and organized manner.

Thank you for your time and consideration of this matter and please contact me with any questions for further discussion.

Sincerely,

Keith Potter

Contact:

805-407-8836

kpotter@nordicausa.com



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: ESTA

TIME REQUIRED 20 minutes (15 minute presentation;
5 minute discussion) **PERSONS APPEARING** John Helm

SUBJECT Short Range Transit Plan Update **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Short Range Transit Plan Update

RECOMMENDED ACTION:

Hear and discuss ESTA short range transit plan update.

FISCAL IMPACT:

None

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Transit Report

History

Time	Who	Approval
7/12/2016 11:47 AM	County Administrative Office	Yes

7/12/2016 5:40 PM

County Counsel

Yes

7/12/2016 11:52 AM

Finance

Yes

STAFF REPORT

Subject: Short Range Transit Plan Update

Initiated by: John Helm, Executive Director, Eastern Sierra Transit Authority

BACKGROUND:

In 2015, the Mono County Local Transportation Commission was awarded a Rural Planning Assistance grant on behalf of its sub-applicant, the Eastern Sierra Transit Authority (ESTA), for the preparation of a Short Range Transit Plan (SRTP). As the region's transit operator, ESTA requires an update of the SRTP in order to continue to receive federal transit funding. The previous Short Range Transit Plan, completed in 2009, has been a valuable resource in guiding ESTA's development and was due for an update. The updated short-range transit plan will be supportive of the regional Transportation Improvement Program (TIP), establish a five-year strategic plan for ESTA, serve as justification for federal and state funding, and demonstrate ESTA's stewardship of public funds. In addition the updated SRTP will provide essential information, analysis and recommendations regarding operations, contracts, capital planning, and marketing.

ANALYSIS

In 2015, the Eastern Sierra Transit Authority retained LSC Transportation Consultants, Inc. to prepare a five-year Transit Plan for the region, funded by a Rural Planning Assistance grant. This SRTP study was conducted to assess transit and related transportation issues in the two county service area and to provide a "road map" for improvements to the public transit program over the upcoming five years. The intent of the study was to evaluate the specific needs for transit services, as well as to develop plans for improvements and service revisions. This has been accomplished through the review of existing transit conditions and evaluation of operations, as well as through public outreach via onboard surveys and community-based meetings. A wide range of alternatives were then evaluated. Additionally, an important element of this study was to identify stable funding sources for operations and capital improvements of transit services. As a whole, this study provides a comprehensive strategy of short-range service, capital, and institutional improvements, with a supporting financial and implementation plan.

The Plan is also used to develop transit capital programming documents which are the basis for State and Federal funding decisions. The Plan provides the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), and other grant funding agencies with the detailed planning justification for awarding operating and capital grants to ESTA. This Plan was developed through an analysis of

existing needs and available services, and provides an evaluation of projected needs and funding availability for the next five years.

This SRTP document first presents and reviews the setting for transportation services, including demographic factors and the recent operating history of the public transit service in the area. A wide range of service, capital, institutional, management and financial alternatives are then discussed. Finally, the resulting plan is presented, including year-by-year implementation and financial strategies. Select highlights of the study include:

- Review of outreach conducted in relation to the study
- Detailed review of ESTA's operating statistics
- Listing of ESTA operating performance, including a peer review
- Analysis of attainment of goals outlined in the previous SRTP
- Discussion of Service, Capital, and Management & Financial Alternatives
 - Service Plans include recommendation for expansion of days of service on the 395 Routes to Reno and Lancaster, and for modification of the evening fixed routes in Mammoth Lakes to provide service to the Meridian corridor
 - Capital plans include recommendation for development of a Mammoth Lakes Transit Center
- Implementation Plan for proposed alternatives

The ESTA SRTP was approved by the ESTA Board of Directors in April and is available for review on ESTA's website at:

<http://www.estransit.com/wp-content/uploads/2016/03/ESTA-2015-SRTP-Draft-Plan-v3.pdf>,



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Sheriff

TIME REQUIRED	20 minutes (10 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Sheriff Ingrid Braun
SUBJECT	All Hazards Incident Management Team		

AGENDA DESCRIPTION:

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

Sheriff Braun will present the proposed Interagency All Hazards Incident Management Team Mutual Aid Agreement. This Agreement will allow Mono County to partner with the Town of Mammoth Lakes and the Mammoth Lakes Fire Department to more effectively and efficiently manage emergencies through mutual aid.

RECOMMENDED ACTION:

Approve the Interagency All Hazards Incident Management Team Mutual Aid Agreement and authorize Sheriff Ingrid Braun and County Administrative Officer Leslie Chapman to sign the Agreement.

FISCAL IMPACT:

At this time, it is not anticipated that there will be increases or decreases in mandated costs associated with incident management team operation and for which Mono County is responsible. However, a mutual aid agreement such as this that involves sharing across local partner agencies could maximize the use of county dollars because it distributes work efforts across multiple organizations and minimizes duplication. There may be costs associated with administration of the agreement but these costs are not determinable at this time.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[AHIMT Agreement](#)

History

Time	Who	Approval
7/14/2016 3:51 PM	County Administrative Office	Yes
7/13/2016 3:16 PM	County Counsel	Yes
7/12/2016 4:29 PM	Finance	Yes



MONO COUNTY
SHERIFF **911**

P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG

Ingrid Braun
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

DATE: July 19, 2016
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: Interagency All Hazards Incident Management Team Mutual Aid Agreement

BACKGROUND

The Sheriff of Mono County is also the Director of Emergency Services. In the event of an emergency, the Sheriff's Office will activate the Emergency Operations Center (EOC). The Eastern Sierra, and Mono County specifically, is remotely located from supplemental emergency response resources and general incident support. The region is seismically active, experiences extreme weather, and has large population fluctuations. Staffing an EOC requires specialized training in a number of areas and can require significant staff resources in the event of a large scale or ongoing emergency. Due to staff turnover and regular workload, it is difficult to keep staff up to date on the training required for an EOC. The ability to manage and support emergencies beyond baseline service capacities is additionally challenged by the extraordinary level of effort needed to acquire and maintain, perishable complex skills in numerous staff positions of an EOC.

DISCUSSION

An All Hazards Incident Management Team (AHIMT) would augment our ability to manage and support emergencies, both for initial response, and if necessary, as a virtual staff for a participating agency's EOC. Emergency management is generally considered in four parts: mitigation, preparedness, response, and recovery; the primary emphasis of the AHIMT is in response and recovery. The creation of an AHIMT would allow Mono County to partner with other agencies, specifically the Town of Mammoth Lakes (TOML) and Mammoth Lakes Fire Protection District (MLFPD), to better provide these services. The AHIMT would consist of a small group of key staff members from each of the three agencies who would be available to respond in the event of an emergency in Mono County or Mammoth Lakes. This structure would allow the agencies to provide a higher level of service and response to the residents of the Eastern Sierra during an emergency and would still allow for training additional staff and the use of CERT and other community organizations to assist in emergencies.

The AHIMT concept is a nationally recognized best practice by the U.S. Fire Administration, utilizes accepted emergency management structures and systems required by California SB 1841 (Standardized Emergency Management System; 1991), and Homeland Presidential Security Directive — 5 (National Incident Management System; 2003). The collective distribution of training and response of the AHIMT across several organizations, rather than being entirely borne and duplicated by each of those organizations individually, will better support a sustainable emergency management response capability.

Upon receiving direction and approval from the elected bodies of the initial participating agencies (TOML, Mono County, MLFPD) to sign on to the mutual aid agreement, select AHIMT members will begin recruitment of team members. California Governor's Office of Emergency Services (Cal OES) Region VI Law Enforcement, Fire, and EMS Regional Coordinators have agreed to meet with the AHIMT to conduct a training gap analysis of members, and then assist in putting together a training work-up for the team. AHIMT members and the Incident Commander will complete a higher level of training in emergency response/coordination. Every effort will be made to request, and deliver, team training locally. A capstone functional exercise of the AHIMT will be conducted and evaluated by external raters before the AHIMT is deemed operationally active.

It should be noted that Mono County agreeing to participate in the AHIMT would not only enable the Sheriff's Office to engage the AHIMT, but also Public Works, Public Health, and other departments that may be faced with an incident beyond their scope (e.g., flood, health crisis, etc.). Rapid access to an AHIMT for incidents exceeding typical response/management capabilities would reduce the need to activate a jurisdictional EOC through an aggressive and comprehensive first response. We must anticipate a few single incidents, or simultaneous multiple incidents, that will require an EOC activation. In those situations, pivoting the non-operations portion of the AHIMT from the field and into the EOC should provide instant incident situational awareness, reduce reflex time to support the incident, and narrow the gap of undocumented incident actions and resources (i.e., cost capture).

FINANCIAL IMPACT

There are four primary financial considerations related to participation in the AHIMT. As previously discussed, since Mono County is currently required to staff an EOC, these are not new costs. The difference will be in the way the costs are distributed among staff training and staffing the EOC.

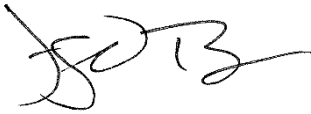
1. Training time, material, and travel costs (where local training cannot be provided). These will be based on the training gap analysis of the selected team members (i.e., the greater the previous investment in training, the less additional training will be needed here). It should be noted that even the absence of an AHIMT, incident management training is still required, but it will be for more people if each agency chooses to "stand up" its own EOC.
2. Response time and material costs. As stated in the staffing segment, employee time spent here will most likely occur anyway as part of a significant incident. The intent is for fewer total people being needed to respond, better utilization of those people through interagency sharing, and reduced incident response time through better management.
3. Incident response and recovery costs. While this is difficult to project, the inference is for better outcomes, less loss of life and property, fewer environmental impacts, faster recovery/business resumption, and enhanced cost capture during emergency declarations.

4. Litigation. There are no guarantees against litigation, but legal exposure is reduced when following established best practices and securing third party certification of professional competence.

RECOMMENDATION

Approve Mono County's participation in the AHIMT and authorize County Administrative Officer Leslie Chapman and Sheriff Ingrid Braun to sign the Interagency All Hazards Incident Management Team Mutual Aid Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a stylized flourish extending to the right.

Ingrid Braun
Sheriff-Coroner

**Interagency All Hazards Incident Management Team
Mutual Aid Agreement**

This Mutual Aid Agreement (Agreement) is made and entered into by and between Mono County (County), The Town of Mammoth Lakes (TOML), and the Mammoth Lakes Fire Protection District (MLFPD), which may be individually referred to herein as a “party” or collectively as the “parties.”

ARTICLE I - RECITALS

- 1.1 The law of the State of California provides that each public entity within the State of California is empowered to make and enter into mutual aid agreements with other contiguous public entities within the State to more effectively allocate law enforcement services during emergency situations.
- 1.2 None of the parties to this Agreement possess all of the necessary resources to cope with the management of every possible emergency by themselves, and the parties are isolated from mutual aid resources by distance and seasonal weather conditions.
- 1.3 The parties desire to effectively and efficiently manage emergencies in and around their collective jurisdictions, and recognize that an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the parties to respond to law enforcement emergencies within their individual and collective jurisdictions.
- 1.4 It is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local, county, and/or regional basis.
- 1.5 The parties recognize that the regional coordination of emergency resources is best accomplished through use of the Incident Command System (ICS).
- 1.6 The parties acknowledge that the Federal Emergency Management Agency (FEMA) recognizes the use of Incident Management Teams as a best practice in emergency management.

ARTICLE II - DEFINITIONS

- 2.1 **Authorized Representative:** The chief executive officer of a party to this agreement, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.
- 2.2 **Emergency:** The actual or threatened existence of conditions of disaster or extreme peril to the safety of persons and property within this county caused by such conditions as air pollution, avalanche, drought, earthquake, epidemic, fire, flood, riot, storm, sudden and

severe energy shortage, volcano, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions may or may not be beyond the control of the services, personnel, equipment, and facilities of this county and which may require the combined forces of other political subdivisions to combat¹, which are determined by an Authorized Representative in that jurisdiction or by the Governor of the State of California to be beyond the capability and/or capacity of the agency's baseline response to effectively manage.

- 2.3 **Mutual Aid:** The provision of assistance by one participating agency at the request of another participating agency during an emergency under the terms of this Agreement.
- 2.4 **Incident Action Plan:** A set of incident outcomes and a strategy to achieve them.
- 2.5 **Delegation of Authority:** A statement provided to the Incident Commander by the administrator of the Requesting Agency and any Assisting Agencies delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed.
- 2.6 **Participating Agency:** A public agency of a party to this agreement.
- 2.7 **Period of Assistance:** The period of time beginning with the departure of personnel and/or equipment of the assisting agency from any point for the purpose of traveling to provide assistance exclusively to the requesting agency pursuant to this MOU, and ending on the return of all the assisting agency's personnel and equipment to their regular place of work or assignment, or as otherwise terminated through written or verbal notice to the designated agency official of the requesting agency by the designated official of the assisting agency.
- 2.8 **Requesting Agency:** A public agency of a party to this agreement that has requested assistance through an authorized representative from the IMT in response to an emergency within its jurisdiction.
- 2.9 **Assisting Agency:** A public agency of a party to this agreement that provides aid pursuant to this agreement.
- 2.10 **All Hazards Incident Management Team Incident Commander:** A member of the IMT specifically trained to supervise and manage the IMT who accepts the requesting agency's request for help and is responsible for managing the incident. Upon activating the IMT, the IMT Incident Commander has the authority to draft and disseminate emergency response plans, serve as operational area coordinator, and guide and direct personnel and trained volunteers of responding agencies.

¹ See also "Emergency" as defined by Mono County Code Section 2.60.020, which is hereby incorporated by reference.

- 2.11 **IMT Members:** Employees and/or registered volunteers of the parties to this agreement who are trained and qualified pursuant to Section 3.3.1 of this agreement, and whose participation in the IMT is authorized by their respective party.
- 2.12 **IMT Roster:** A list of IMT members who are trained and qualified with technical assistance from CalOES Region VI.
- 2.13 **Staging Area:** One or more locations designated for equipment and personnel to assemble for briefing, assignment, and related matters in response to an emergency.

ARTICLE III – TERMS AND CONDITIONS

- 3.1 **Formation of IMT.** The parties hereby agree to the development, implementation, and maintenance of a regional All Hazards Incident Management Team (IMT). Any organization that is not a party to this Agreement and wishes to participate in the IMT must first become a party to this Agreement.
- 3.2 **Operational Principles.** The IMT shall be guided by the following operational principles:
 - 3.2.1 Authority to request activation of the IMT is delegated to the Mono County Board of Supervisors, the Mono County Director of Emergency Services/Sheriff-Coroner², the TOML Manager, the TOML Police Chief, the MLFPD Fire Chief, or their respective designees.
 - 3.2.2 In support of IMT activations and required trainings, the parties agree to release personnel who are IMT members in order to participate, unless the release would cause extreme hardship.
 - 3.2.3 During activations, IMT members remain employees or volunteers of their respective agencies, but are under the delegated authority and guidance of, the IMT Incident Commander.
 - 3.2.4 Wildfire incidents are generally outside of the scope of the IMT. Where needed, state and federal IMTs specializing in wildfire management will be the primary management agency.
- 3.3 **Training.**
 - 3.3.1 IMT Members shall be trained and qualified to a recognized industry standard of emergency response, e.g. U.S. Fire Administration O-305 or the Interstate Incident Management Team Qualification System (IIMTQS).

² Pursuant to Mono County Code Chapter 2.60, which is hereby incorporated by this reference.

- 3.3.2 Each agency will be responsible for its own staff and costs for having its members on the IMT.
- 3.3.3 Each agency agrees to support the ongoing training of its personnel assigned to the AHIMT, provided that such actions would not unreasonably diminish its capacity to provide services to its own jurisdiction. IMT Members unable to maintain initial and continuing certification as required in the standard may be removed from the Team if the barriers to certification are deemed chronic by the AHIMT Incident Commander.

3.4 Provision of Mutual Aid Assistance.

- 3.4.1 To invoke mutual aid under the provisions of this Agreement, the designated official from the requesting agency shall contact the IMT Commander by telephone, in writing, or e-mail. The IMT Commander may request information from the requesting agency as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that can be provided.
- 3.4.2 If the requesting agency and Incident Commander agree on an Incident Action Plan with a set of incident outcomes within agency constraints, those will be written into a Delegation of Authority between the IMT and the requesting agency.
- 3.4.3 Whenever assistance under the provisions of this Agreement has been invoked, radio communications should be established between all of the parties, where possible, through the use of the local public mutual aid radio system or other shared communication system.
- 3.4.4 Each party agrees that in the event of an emergency situation where a requesting party invokes assistance, the IMT will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide services to its own jurisdiction.
- 3.4.5 During an emergency situation, all personnel from assisting agencies shall report to and work under the direction of the designated Incident Commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the participating parties if authorized by the Incident Commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives.
- 3.4.6 Personnel serving outside their jurisdictions pursuant to this Agreement shall be paid their customary wages including overtime and benefits by their employer, and shall continue to be covered through their primary employer for any injury or illness while assigned to the incident.

- 3.4.7 Parties to the agreement shall not seek reimbursement from each other for periods of mutual aid assistance lasting less than 48 hours unless otherwise negotiated in a cost share agreement between the Incident Commander and the requesting party. Mutual aid requests for the AHIMT from public agencies or entities other than the parties to the agreement may be billed for actual costs plus a 10% administrative fee. Any reimbursement for the AHIMT shall be paid to Mono County, and thereafter distributed to the parties in a manner using general cost-share principles.
- 3.4.8 Actions taken by any individual personnel shall be subject to the approval of the Incident Commander, and the scope of practice prescribed for their position(s).

3.5 **Insurance.**

- 3.5.1 **Workers' Compensation:** Each party will be responsible for its own actions and those of its employees and is responsible for complying with State of California workers' compensation insurance requirements. Coverage may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured entity, or (3) by being a member of a group self-insurance association. Each party acknowledges that workers' compensation coverage does not automatically extend to volunteers, but that each party may obtain accident insurance for any volunteer at the party's discretion.
- 3.5.2 **General Liability Coverage:** Each party to this Agreement 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 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+". Notwithstanding the foregoing, a party may satisfy the requirements of this paragraph by procuring equivalent coverage through a group self-insurance association.
- 3.5.3 **Automobile Liability Coverage:** Each party is responsible for its own actions and for complying with the State of California motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured entity, or (3) by being a member of a group self-insurance association. Each party agrees to obtain automobile liability coverage with at least \$1,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that a party may include in the emergency response volunteer companies that have motor vehicles titled in the

name of the volunteer company. It is the responsibility of such party to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured entity or by being a member of a group self-insurance association.

- 3.5.4 Mutual Hold Harmless: Each party to this agreement shall, to the fullest extent permitted by law, hold harmless, defend, and indemnify each other from and against all claims, losses, judgments, liabilities, damages, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection to performance of mutual aid services rendered under this Agreement, by the willful or negligent acts, errors, or omissions of their respective agents, officers, employees, volunteers and members.

3.6 **General.**

- 3.6.1 Each participating agency shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.
- 3.6.2 Interagency Assistance Plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
- 3.6.3 The agencies agree to meet on a regular basis to review all Interagency Assistance Plans and the provisions of this Agreement.
- 3.6.4 This Agreement shall become effective as to each party when approved and executed by that party and one other party. The Agreement shall remain in effect as between each and every party until participation in this Agreement is terminated by the party in writing.
- 3.6.5 Nothing in this Agreement shall preclude the respective parties from responding to a mutual aid request from a public entity that is not a party to this Agreement.
- 3.6.6 Each party shall designate an authorized representative who has the legal authority to bind that party to this Agreement and who shall sign this Agreement.
- 3.6.7 The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

3.7 **Miscellaneous.**

3.7.1 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.

3.7.2 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 any party 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:

Mono County:

Mono County Administrative Officer
P.O. Box 696
Bridgeport, CA 93517
760-932-7549

Town of Mammoth Lakes:

Town Manager
P.O. Box 1609
Mammoth Lakes, CA 93546

Mammoth Lakes Fire Protection District

Fire Chief
P.O. Box 5
Mammoth Lakes, CA, 93546
Phone: 760-934-2300

3.7.3 TERMINATION: Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the authorized representatives of each of the other parties to this Agreement. Upon such termination this Agreement shall remain in effect as to the remaining parties hereto.

3.7.4 GOVERNING LAW: This Agreement shall be construed under and in accordance with the laws of the State of California.

3.7.5 INTEGRATION: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.7.6 NO THIRD-PARTY BENEFICIARIES: There are no intended third party beneficiaries of any right or obligation assumed by the parties hereto.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

<p><u>TOWN OF MAMMOTH LAKES</u></p> <p>By _____ Daniel C. Holler, Town Manager</p> <p>Approved as to form:</p> <p>_____ Andrew Morris Town Attorney</p>	<p><u>MONO COUNTY ADMINISTRATIVE OFFICER</u></p> <p>By _____ Leslie Chapman</p> <p><u>MONO COUNTY DIRECTOR OF EMERGENCY SERVICES/SHERIFF-CORONER</u></p> <p>By _____ Ingrid Braun</p> <p>Approved as to form:</p> <p>_____ Stacey Simon Mono County Counsel</p>
<p><u>MAMMOTH LAKES FIRE PROTECTION DISTRICT</u></p> <p>By _____ Frank L. Frievault, Fire Chief</p> <p>Approved as to form:</p> <p>_____ James Reed District's Attorney</p>	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Probation

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

SUBJECT Drug Court Update

AGENDA DESCRIPTION:

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

Probation Department report on Drug Court

RECOMMENDED ACTION:

Update the Board on the first year's progress of the Mono County Drug Court Program. Provide answers or clarifications as to the scope, duties, and services offered to those in the community.

FISCAL IMPACT:

None

CONTACT NAME: Dylan Whitmore

PHONE/EMAIL: 760-924-1739 / dwhitmore@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

7/12/2016 11:52 AM

Who

County Administrative Office

Approval

Yes

7/12/2016 5:44 PM

County Counsel

Yes

7/12/2016 12:01 PM

Finance

Yes



MAILING : P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eiler
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors

From: Dylan Whitmore

Date: July 5, 2016

Subject: Mono County Drug Court Program.

Recommendation: No recommendation or approval needed.

Discussion: Update the Board on the first year's progress of the Mono County Drug Court Program. Provide answers or clarifications as to the scope, duties, and services offered to those in the community.

Fiscal Impact: No fiscal impact.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: CAO

TIME REQUIRED 45 minutes (15 minute presentation;
30 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Drew Hild/Paul Rudder

SUBJECT Sierra Center Mall Office Space
Proposal

AGENDA DESCRIPTION:

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

Presentation from Drew Hild and Paul Rudder regarding a proposal for a new lease amendment for the Sierra Center Mall.

RECOMMENDED ACTION:

Hear presentation and provide staff direction.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[SCM Proposal](#)

History

Time	Who	Approval
7/14/2016 3:52 PM	County Administrative Office	Yes

7/14/2016 6:25 PM

County Counsel

Yes

7/14/2016 5:34 PM

Finance

Yes

July 12, 2016,

Board of Supervisors
County of Mono
C/O Ms. Leslie Chapman
County Administrative Officer
452 Old Mammoth Road
Mammoth Lakes, CA 93546

Via Electronic Delivery

RE: New Lease Amendment Between the County of Mono and Sierra Center Mall

To the Mono County Board of Supervisors:

As all of you are aware, since our purchase of the Building in June of 2012, Mono County and Sierra Center have been in various discussions, both formal and informal, about the County's future occupancy in Sierra Center on a long-term basis.

Over this period of time, we have suggested the benefits of potential scenarios under which Mono County would consolidate its various operations in Mammoth Lakes into Sierra Center while also providing for future expansion under a new long-term agreement. A few of these benefits include;

- 1) Efficiencies produced by consolidation into one facility, no duplication of resources;
- 2) Long term agreement providing stability and predictability for Mono County as to its facilities and costs;
- 3) Little or no up front costs for the County drastically eliminating capital outlays for space acquisition.
- 4) Completely renovated facility, newly planned for how the County operates today, not space cobbled together as has been done before on an as needed basis;
- 5) Ability to take advantage of employee and customer efficiencies by starting with a new plan, using today's latest trends on space use, and allowing for appropriate adjacencies between departments with shared resources. At the same time, this will allow the physical separation of activities that deal with the public from administrative functions, which will markedly improve security;
- 6) Greatly improved employee comfort and productivity and;
- 7) Benefit from the entire upgrade in facilities being completely financed and constructed by Sierra Center to Mono County's plans and specifications. This will leave staff and financial resources free to be focused on the County's core needs of providing quality services for Mono County residents and businesses.

Concurrently, over this same period of time Sierra Center management has worked with the County to be responsive to its concerns with respect to building systems and upgrades to its space and the common areas that were needed. To summarize our efforts so far, since we purchased the Building we have completed the following;

- 1) Replaced all common area bathrooms;
- 2) Completely remodeled the third floor common areas with new floor coverings, lighting and wall treatments;
- 3) Provided full floor identity to Mono County in the third floor lobby;
- 4) Replaced elevator;
- 5) Replaced all the common area HVAC and;
- 6) Extensively repaired or replaced substantial portions of the HVAC system in the County's current space.
- 7) Expanded existing District Attorney's Office

As we move forward, additional improvements we are completing this year;

- 1) Securing the third floor with restricted card key access;
- 2) Completing the ground and 2nd floor common area painting, wall treatments, lighting and flooring;
- 3) Installing a new elevator cab renovation;
- 4) New 2nd and 1st floor elevator enclosure treatments to match the third floor and;
- 5) The ground floor now welcomes the opening of a new Bakery/Cafe. Now open!

Going forward we are doing exterior improvements that include;

- 1) New Monument Sign, Replacing the monument sign in the front of the Building with a new modern LED lighted sign which will include identity for all tenants prominently featuring Mono County;
- 2) New Building sign program, we will be replacing the old façade on Old Mammoth Road as well as new retail sign band façade treatments and sign plan for the front facing areas of the Building that included new LED signage;
- 3) Landscaping, we will be redoing landscaping in the front of the building;
- 4) Energy Efficiency, we are also caring out an energy efficiency program in cooperation with Southern California Edison for the whole building that includes installing LED lighting in the common areas and exterior of the Building along with other energy efficiency improvements.

All of these improvements and more have been in a continuing effort to make Sierra Center a place the County of Mono can be productive, efficient and comfortable.

The timing of this proposal is also in light of the current state of the financial markets, specifically the debt markets. As the economy recovered, Mammoth Lakes did not receive the same recovery enthusiasm by the debt markets as other more populated regions such as in Southern California and or the San Francisco area. Only earlier this year, did the markets begin to show a willingness to do the type of financing that a proposal such as this one would require. Sierra Center investigated the debt market opportunities, and after an exhaustive search, we were successful in obtaining excellent financing package that could supply the funds for the entire improvement program outlined herein. However, in light of various

Ms. Leslie Chapman

July 12, 2016

Page 3 of 16

recent economic and political events, the window of availability of this financing cannot be guaranteed, and thus time is of the essence in moving forward to take advantage of this rare opportunity.

In summary this letter is to bring our discussions into a more formal phase. More specifically we wish to join with the County to take advantage of a favorable debt opportunity under which Sierra Center can now obtain the fiscal resources to completely finance improvements outlined within this proposal, which may no longer be available in the near future. It is with this in mind that we are now submitting this proposal to the County Supervisors for their immediate consideration, as time is of the essence.

Therefore, as the exclusive leasing agent representing the Landlord for the Sierra Center Mall (“Property”), please find the following proposal to the County Of Mono, (“Tenant”), to amend its existing Lease in both size and term to accommodate a consolidation of all its office facilities in Mammoth Lakes, while constructing a complete renovation of its facilities here in Sierra Center.

This proposal, in the form of a Letter Of Intent (“LOI”) shall outline the agreement of the parties as to the general terms and conditions, which if acceptable, will be used by Landlord to draft and submit to Tenant a more detailed lease amendment containing these terms.

The terms are as follows:

- Location:** Sierra Center Mall
452 Old Mammoth Road
Mammoth Lakes, California 93546
- Tenant:** County Of Mono.
- Landlord:** 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as Tenants in Common DBA “Old Mammoth Highmark Associates”.
- Premises:** The new Premises shall be identified for terms of the Lease Amendment in three categories of spaces, space currently occupied by the County under the “Master Lease”; space that will be used to consolidate other facilities into Sierra Center and provide for future expansion, the “Expansion Space” and; common area space on the third and second floors that will be identified as “Exclusive Use Common Area”. All spaces are shown on the attached Exhibit A-1 and A-2 and Exhibit B. (This square footage is for reference purposes. Actual square footage to be determined by licensed architect approved by Landlord.)

“Master Lease” - Tenant’s existing lease space under the current Master Lease consisting of 21,545 useable square feet located on the Second and Third Floors of the Building.

“Expansion Space” – Third Floor -Tenant will expand 8,899 useable square feet to control the entire third floor for its exclusive use including all common areas and bathrooms consisting of 26,186 useable square feet contained within suites and 6,739 square feet of common area for a total 32,925 square feet. Landlord will install security access control in doors and elevators to the third floor to control public and employee access under policies to be set by Landlord and Tenant. (This square footage is for reference purposes. Actual square footage to be determined by licensed architect approved by Landlord.)

“Expansion Space” – Second Floor - Tenant will expand 7,804 useable square feet on the second floor taking control of the entire southern wing of the Building, including common area and bathrooms for its exclusive use.

Exclusive Use Common Area – These are all the hallways, bathrooms and lobby areas of the third floor as well as the large common area atrium space on the second floor that Mono County can use for their exclusive use, subject to fire exiting codes and other items as defined within the Lease Amendment. Both areas are identified on Exhibits A-1, A-2.

In summary, the current Master Lease of 21,545 useable square feet and the Expansion Space of 16,703 useable square feet are collectively referred to herein as the “Premises” consisting of a total of approximately 38,248 usable square feet. A more detailed description of the premises will be included in the formal Lease Amendment. (This square footage is for reference purposes. Actual square footage to be determined by licensed architect approved by Landlord.) See attached Exhibit A-1, A-2 and Exhibit B.

Term: Twenty Years (20) Years commencing from Commencement date as described within the Lease Amendment.

Tenant Improvements:

Improvement Allowance - Landlord shall provide the following one time tenant improvement allowance for the improvement of the Premises which improvements shall be constructed or purchased and installed by Landlord, subject to Tenant's plans and specifications:

\$1,912,400.00 - (Based upon an allowance of \$50.00 per useable square foot.)

Tenant can apply this allowance to any cost directly related to consolidating into this building including all construction, furniture, fixtures and reasonable moving expenses directly related to moving into Sierra Center. Any remaining allowance amount may be used as a rent credit.

Work Letter - Landlord will facilitate the construction of a complete "renovation" of Tenant's Premises, per Tenant's plans and specifications. It is contemplated that these improvements will encompass the entire Mono County space ranging in some areas to total demolition and complete rebuild new, to in other areas, new carpet, paint and refresh of layout or mechanical systems. The planning, bidding and construction of these improvements shall be outlined in detail and directed by the Tenant Improvement Work Letter, ("Work Letter") which shall be attached and made part of the Lease Amendment.

Architect – Tenant and Landlord shall work to select a mutually acceptable architect to design Tenant's improvements, which shall be paid for out of the Tenant's Allowance.

Final Space Plan - Tenant shall work with Architect to develop Tenant's schematic space plans and specification sheet under a timetable outlined within the Work Letter. These efforts will work to develop a comprehensive design of all of Tenant's improvements in an acceptable plan in the form of a "Final Space Plan" with specifications attached. Both Landlord and Tenant shall approve this Final Space Plan.

Working Drawings – Tenant's Architect shall develop working drawings and engineering based upon improvements representing Tenant's design in the Final Space Plan. Tenant

and Architect will work with Landlord to develop phasing of these improvements to allow for construction, which will minimally interfere with the County's business operations. These working drawings shall be completed under the timetable as outlined in the Work Letter, following which again Tenant and Landlord will have final sign-off approval. Final Working drawings stamped by the Town of Mammoth Lakes and approved by both Landlord and Tenant shall be attached as an exhibit to the Lease Amendment.

Cost Proposal – After the Approved Working Drawings are signed by Landlord and Tenant, Landlord shall provide Tenant with a “Cost Proposal” in accordance with the design as outlined in the Approved Working Drawings. Tenant shall approve said Cost Proposal by the date outlined in the Work Letter. Once that Cost Proposal has been approved by the Tenant, Landlord will calculate the amount that is over the one time allowance, if any, and submit to tenant a “Over Allowance Amount” statement which shall be due in cash or shall arrange to be financed by other terms to be negotiated with the Landlord prior to start of construction. Such Over Allowance amount shall included interest carry charges.

Construction – Landlord shall be responsible for hiring the contractor and providing construction management during construction of Tenant's premises. Landlord shall disburse all Tenant Improvement allowance funds which shall be paid directly to the contractor or contractors, subject to receipt by Landlord of commercially reasonable proof of completion of the work for which payment is sought (progress payments are acceptable) including all necessary lien releases. Landlord shall be permitted to charge the allowance a reasonable construction management fee. With respect to any remaining funds that are not used for costs of construction as identified in the Work Letter, tenant shall be allowed to apply these dollars as a credit to their rent.

Delivery of Premises – The Premises shall be constructed in “Phases” per the schedule developed in the Working Drawings and Specifications in order to allow the County to conduct its normal business. Upon the delivery of a substantially completed phase, subject to normal “punch list” items to be completed by Landlord, Tenant shall inspect and accept said Premises. Acceptance of each phase by Tenant in

“substantially complete” fashion as described in the Work Letter, subject to typical punch list correction items to be completed by Landlord within 30 days, shall be considered by terms of the Agreement as “Delivered”. Such Delivery by Landlord and Acceptance by Tenant shall trigger the rent commencement for this phase of suites. Immediately following rent commencement for each phase, if Tenant has any “over allowance” amount due to change orders or Tenant delays, Tenant shall pay that amount at that time. Charges for Tenant delays shall be specified in the Work Letter.

Base Building Improvements:

Simultaneously with the construction of Tenant’s improvements, Landlord will, at its sole cost and expense complete any Base Building improvements to the Building that Tenant and/or Landlord identify that need upgrading, replacing or repairing. Base Building improvements shall be defined as any item, mechanical system or other improvements that effects Tenant’s improvements or comfortable use of its premises. These Base building improvements shall be identified during the planning process and timetable as outlined in the Work Letter.

Tenant Security:

In order to provide a more secure occupancy for Mono County, Landlord will completely secure the Third Floor and limit access to the common area after hours in the form of an ID Card Access System. This system will be installed at all access points to the third floor, elevator, stairwell and exterior doors. In addition, the unsecured stair in the 2nd floor atrium will be removed to create a secure third floor. Both Landlord and Tenant shall mutually agree upon access policies and hours of operation. Tenant shall be responsible for the costs of operation and management of the security system including cost of ID Cards.

Improvements Financing:

In order to provide financing for Tenant’s improvements, Landlord has secured a line of credit in terms of a refinance from Deutsche Bank AG, one of the country’s largest lenders under the credit of the Landlord, contingent upon a lease from the County. See attached Financing Memo as Exhibit C.

Renewal Options: Tenant shall have the right to two (2) options to renew the Term for an additional Ten (10) Years each provided the Tenant is not in default under the lease and gives Landlord 180-days written notice of its intent to renew. Rental for said option terms shall be the then fair market rent for similar space within the Town of Mammoth Lakes, CA.

Purchase Options: As part of the negotiations of the Lease Amendment and Work Letter, Landlord agrees to structure an appropriate First Right of Refusal Option to Purchase the Property at fair market value.

Expansion Options: Tenant shall have a continuing “First Right Of First Options” for additional expansion space in the building as it becomes available. These options rights shall be more fully described in the Lease Amendment.

Lease Commencement:: The Lease Amendment shall have a Commencement Date for this amended new term which shall be September 1, 2016.

Rent Commencement: The Rent Commencement Date for delivery of Expansion Space shall be the date Landlord delivers each phase of individual suites in substantially completed fashion per Tenants’ plans and specifications and Tenant accepts said suites. The schedule of these suite completion and delivery shall be outlined in the Lease Amendment and Work Letter.

For space under the Master Lease for which Tenant is currently occupying, rent shall commence immediately upon commencement of the new Term, however, rental shall continue at the old rent amount paid prior to the Amendment until such time as Landlord substantially completes and Tenant accepts a minimum of 10,000 useable square feet of new expansion space. Upon accepting this minimum square footage of Expansion space, the rent for all the premises occupied shall be adjusted on a pro-rata basis to the rental as outlined as Base Rental herein below.

Base Rental: The Base Rent for the entire Premises upon full occupancy shall be \$ 82,233.20 per month, plus all Common Area Maintenance Fees (CAM) including all utilities, insurance and taxes to be described more fully the Master Lease Agreement and Lease Amendment. This Base Rent shall be applied on a pro-rata basis as construction completes individual suites.

Base Rental under this amended shall not commence until on the original premises until such time as a minimum of 10,000 square feet of Expansion space has been constructed and delivered to Tenant. Landlord will include the common area as described in Exhibits A-1 and A-2 for Tenants exclusive use at no additional rent.

Base Rental Increases: The Base Rental rate shall be increased three percent (3%) annually.

**Operating Expense
CAM Fees:**

Tenant shall be responsible for its pro rata share of all operating expenses for the property, including, but not limited to, repairs and maintenance, utilities, janitorial, property and other taxes, insurance, snow removal for the property including management fees. These Common Area Maintenance Fees (CAMS) are more fully described in the current Master Lease agreement.

Parking: Tenant will be granted the right to park for its employee's on a pro rata basis, within the property at no charge. All spots will be unreserved. In addition, should Landlord need to implement parking control because of unauthorized parking within the property, then Tenant shall pay its pro rata share of such expense.

Sublease Rights: Tenant shall have the right, upon Landlord's approval, which shall not be unreasonably withheld, to sublease the premises. Any such sublease shall not relieve Tenant of its obligations under the lease agreement. Tenant shall be responsible for all costs associated with subleasing and, after deducting such cost, Tenant shall split any profits with Landlord on 50/50 basis. However, if more than 25% of the Premises is sublet or assigned at the time Tenant must exercise any option to extend the Term then Landlord shall have the right to approve such right to exercise any renewal options.

**Rentable Square
Footage Conversion:**

The Landlord reserves the right to convert all the tenants, Including the County of Mono to the Rentable Square Feet measurement. This method measures the tenant's pro rata portion of the entire office building, excluding elements of the Building that penetrate through the floor to areas below. The

Rentable Area of a floor is fixed for the life of a building and is not affected by changes in corridor sizes or configuration. This method is therefore recommended for measuring the total income producing area of a building and for use in computing the tenant's pro rata share of a building for purposes of rent escalation. Lenders, architects and appraisers will use Rentable Area in analyzing the economic potential of a building. For discussion purposes the Sierra Center Mall shall be estimated at a 15% load factor. This would raise the square footage of the Premises but not increase the total rental cost. In the event Landlord does convert to rentable square feet, then the rental rate per foot will be reduced to reflect the same total rental as when based upon usable square feet.

Brokers: Landlord and Tenant represent and warrant that there are no other brokers in connection with this transaction other than Highmark Advisors, Inc. All brokerage fees and the like relating to this transaction will be borne solely by Landlord.

Telecopy Signatures: Telecopied signatures may be used as originals for purposes of expediency, provided originals are thereafter promptly transmitted to the other party.

Expiration: This letter of intent shall expire on Friday, July 29, 2016, at 5:00 PM Pacific Standard Time, and shall become void and have no further effect.

Time Is Of The Essence: Time is of the essence in this and every other provision of the letter of intent.

Final Lease Documents: This Letter of Intent shall be contingent on the execution of mutually acceptable Lease Amendment and Work Letter documents by County of Mono, approved by the County of Mono Board of Supervisors, and Landlord. It is to be understood that the terms and conditions offered in this Letter Of Intent are predicated on the execution of a Lease Amendment and Work Letter agreements on or before September 1, 2016.

Ms. Leslie Chapman

July 12, 2016

Page 11 of 16

All terms and conditions set forth herein shall be incorporated into a new lease agreement to be prepared by Landlord. It is to be strictly understood and agreed that the terms and conditions referenced hereinabove shall not be binding upon either Landlord or Tenant until such time as the new lease and all related documents have been approved by Landlord's and Tenant's respective counsel, and further provided that such lease and all related documents have been fully executed by both Landlord and Tenant.

Sincerely,

HIGHMARK ADVISORS, INC.

A handwritten signature in black ink, appearing to read 'Drew Cameron Hild', written in a cursive style.

Drew Cameron Hild
Principal

cc: Paul Rudder, 452 OM RD, LLC

Attachments: Exhibit A-1, A-2 - Premises Floor Plans
Exhibit B – Premises Sq. Ft. Summary
Exhibit C – TI Source of Funds - Loan Term Sheet, Deutsche Bank AG

Ms. Leslie Chapman

July 12, 2016

Page 12 of 16

Agreed to and Accepted:

COUNTY OF MONO

Authorized Signatory

Agreed to and Accepted:

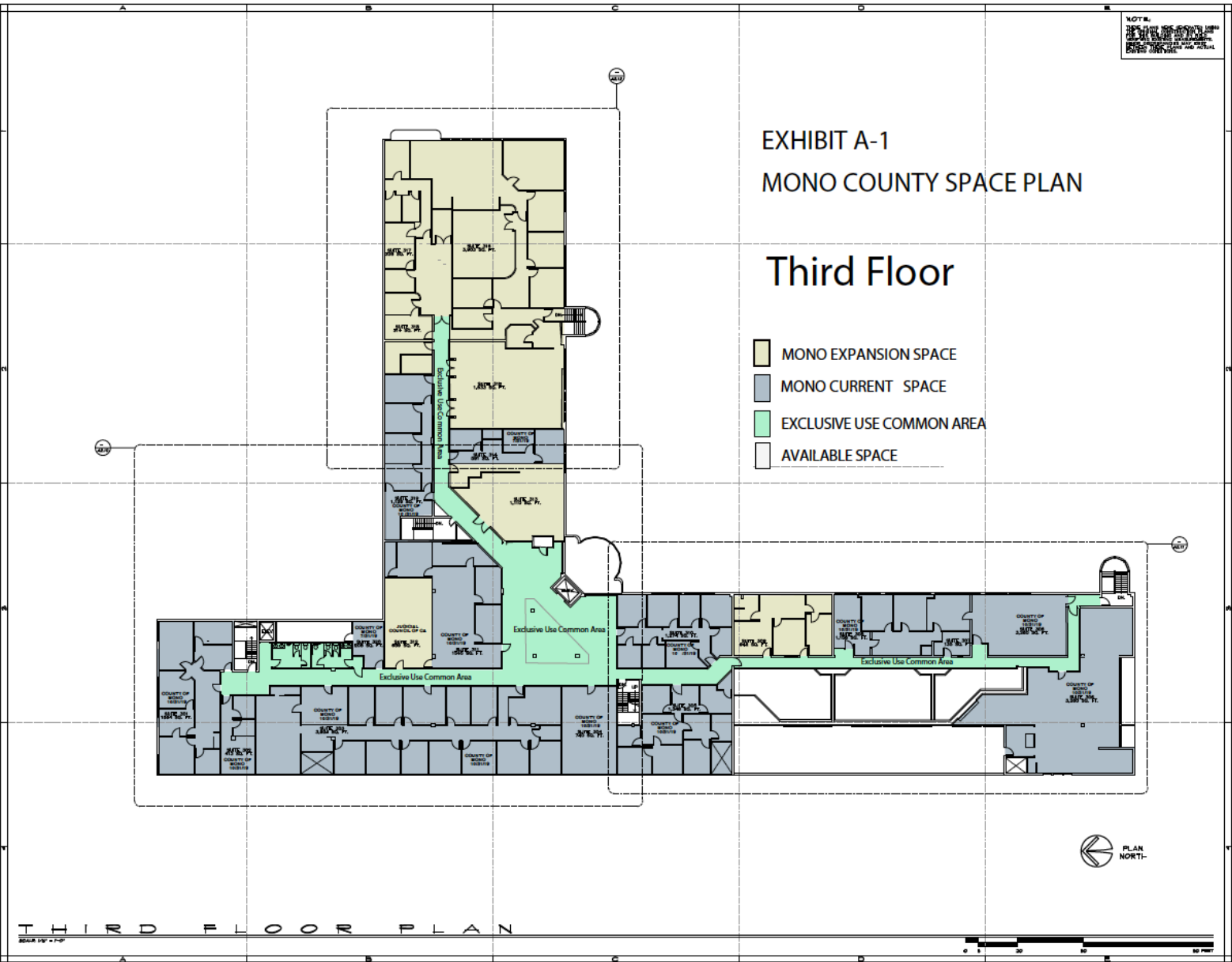
452 OM RD, LLC

Paul Rudder
It's Managing Member

Agreed to and Accepted:

HIGHMARK MAMMOTH
INVESTMENTS, LLC

Drew Hild
It's Managing Member



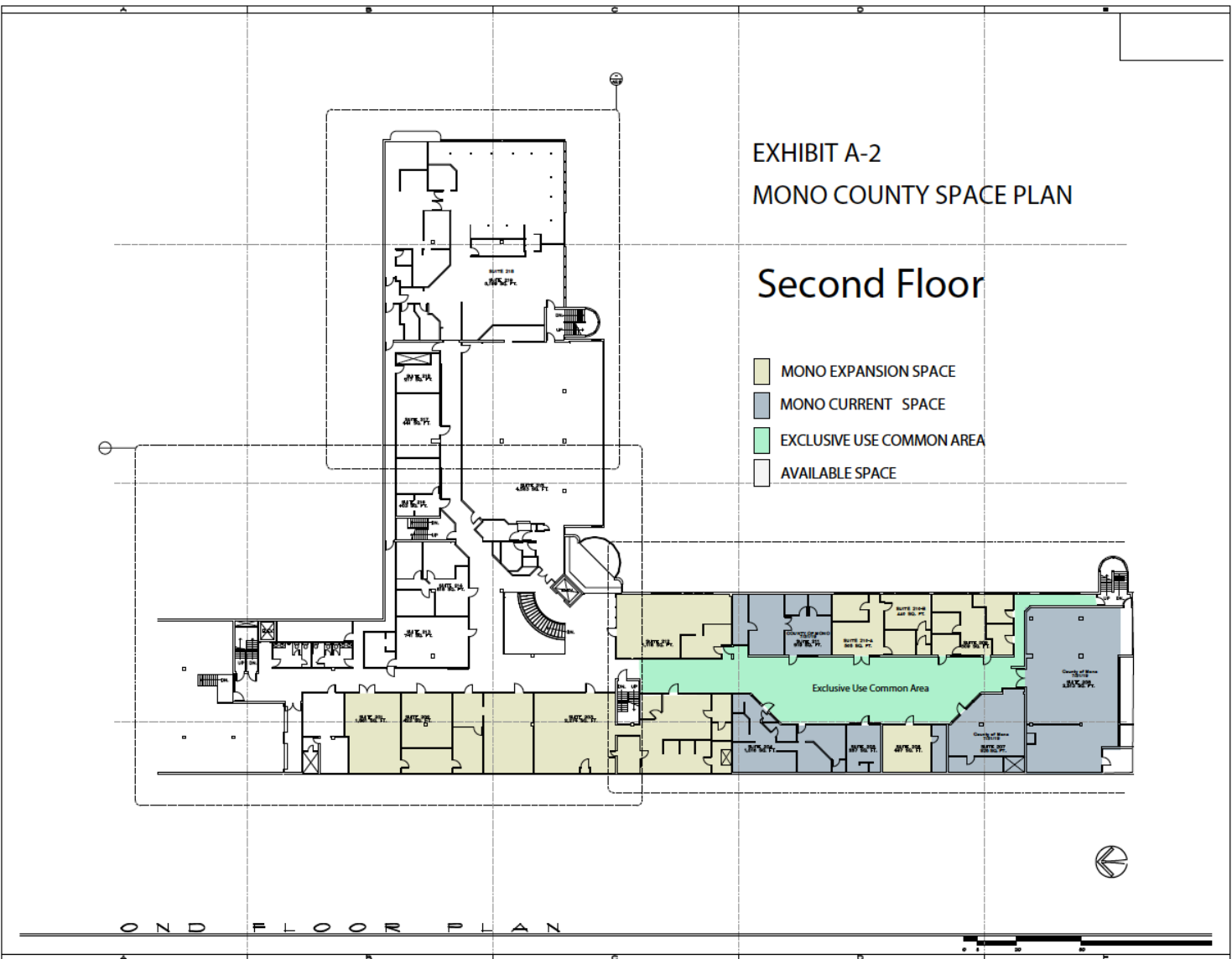


EXHIBIT B - MONO COUNTY SPACE PLAN SQUARE FOOTAGE CALCS

SECOND FLOOR						
SUITE	RENTABLE SQ FEET	Co Occupied Sq Ft	COMMON	BLDG TOTAL	EXPANSION	
201	1,868	0			1,868	
202	428	0			428	
203	2,274	0			2,274	
204	1,016	0			1,016	
205	267	0			267	
206	497	0			497	
207	826	826	DA - MASTER LEASE AMENDMENT			
208	2,513	2,513	DA - MASTER LEASE			
209	509	0			509	
210	945	0			945	
211	919	919	MH - MASTER LEASE (old IT)			
212	1,116	0				
213	741	0				
214	816	0				
215	4,557	0				
216	403	0				
217	441	0				
218	217	0				
219	5,199	0				
Second Floor Total	25,552	4,258	10,391	35,943	7,804	

THIRD FLOOR						
SUITE	RENTABLE SQ FEET	Co Occupied Sq Ft	COMMON	BLDG TOTAL	EXPANSION	
301	1,564	1,564	COCO - MASTER LEASE			
302	413	413	MH - MASTER LEASE			
303	3,924	3,924	MH - MASTER LEASE			
304	740	740	DSS CONFERENCE - MASTER LEASE			
305	1,346	1,346	DSS - MASTER LEASE			
306	3,260	3,260	CAO - MASTER LEASE (Board & Break Rm)			
307	135	135				
308	1,158	1,158	DSS - MASTER LEASE (old chld supp)			
309	942	0			942	
310	1,274	1,274	DSS - MASTER LEASE			
311	1,545	1,545	DSS - MASTER LEASE			
312	659	0			659	
313	1,110	0			1,110	
314	591	591	PROB - MASTER LEASE			
315	1,633	0			1,633	
316	3,903	0			3,903	
317	338	0			338	
318	314	0			314	
319	1,129	1,129	PROB - MASTER LEASE			
320	208	208	MH - MASTER LEASE			
Third Floor Total	26,186	17,287	6,739	32,925	8,899	

TOTAL SQUARE FOOTAGE CURRENT LEASE	21,545
TOTAL SQUARE FOOTAGE FOR EXPANSION	16,703
TOTAL SQUARE FOOTAGE OVERALL	38,248

*Note, these square footages are not verified and are subject to re-measure and confirmation.

EXHIBIT C – LOAN TERM SHEET

TO BE ATTACHED

Sierra Center Up to \$9,500,000 Financing

Summary of Terms and Conditions

The following is a preliminary summary of the indicative terms and conditions for the proposed financing (the "**Loan**"). These indicative terms and conditions reflect the current perception of market conditions by Lender and its respective affiliates as they relate to the Loan (based, in part, on information provided to Lender by Sponsor and/or Borrower), and are subject to change without notice. This is a preliminary summary and does not define all of the terms and conditions of the Loan, but is a framework upon which preliminary documentation for this transaction would be structured, and is a basis for further discussion and negotiation of such terms as may be appropriate. Under no circumstances shall the indicative terms and conditions constitute or be deemed to constitute a legally binding commitment on the part of Lender or any of its affiliates, nor shall it be construed as an offer or undertaking by Lender to issue or arrange or negotiate a commitment or the Loan or any other financing, or any commitment, offer, undertaking or agreement of any kind. The Loan, if any, shall be subject to the due diligence review the results of which must be satisfactory to Lender in its sole discretion, and completion of other matters described in this summary of terms and conditions (the "**Term Sheet**") in a manner acceptable to Lender in its sole discretion, the approval by Lender's credit authorities, satisfactory secondary market conditions, and the execution and delivery of documentation satisfactory in form and substance to Lender and Lender's legal counsel. Except as otherwise expressly provided in this Term Sheet, no rights, obligations or liabilities of any kind or nature whatsoever shall arise on the part of Lender or any of its affiliates as the result of the provisions of this Term Sheet. This Term Sheet is confidential, and the indicative terms and conditions shall not be discussed with, or delivered to other persons (other than legal counsel, tax advisors or officers and directors of Sponsor and Borrower) without the prior written consent of Lender.

- Property:** Sierra Center, a 75,912 square foot mixed use property located at 452 Old Mammoth Rd, Mammoth Lakes, CA 93546.
- Loan Amount:** Up to **\$9,500,000**, subject to a minimum DSCR (described below) at closing of 1.40x, a minimum Debt Yield (described below) of no less than 11.0%, and subject to a maximum Loan to Value Ratio (described below) of 65.0%. If the required DSCR, Debt Yield, Loan to Value Ratio, are not satisfied, Lender may, in its sole and absolute discretion, reduce the Loan Amount or decline to make the Loan and terminate the Borrower's Loan request.
- Interest Rate:** The "Interest Rate" shall be calculated by adding 271 basis points (the "Spread") to the greatest of (a) the yield on the ten (10) year on-the-run swap rate, (b) the ten (10) year U.S. Treasury rate or (c) 1.75%. The on-the-run ten (10) year swap rate is the ten (10) year U.S. Treasury rate, plus the ten (10) year swap spread. Lender may adjust the Spread upward to reflect market spreads at the time of closing as determined in Lender's sole discretion. Interest on the outstanding Loan Amount, based on the Interest Rate, shall be payable monthly in arrears, calculated on the basis of the actual number of days in the month and a 360-day year.
- Amortization:** Interest-only for the first 3 years of the Loan term, thereafter, a constant monthly payment of principal and interest will be due and payable on each Payment Date in an amount sufficient to fully amortize such Loan over a 30-year amortization schedule.
- Borrower:** The borrower (the "Borrower") and its managing member shall each be a newly formed special purpose, bankruptcy-remote, Delaware limited liability company acceptable to Lender which satisfies all applicable rating agency criteria and is formed exclusively for the purpose of owning and operating the Property.
- Sponsor:** Paul Rudder, Ken Sample and Drew Hild, to be approved by Lender in its sole and absolute discretion, on a joint and several basis.



Sierra Center Up to \$9,500,000 Financing

- Lender:** Deutsche Bank AG, New York Branch or an affiliate.
- Term:** The term of the Loan (the "**Term**") shall be ten (10) years from the initial closing of the Loan.
- DSCR:** The DSCR shall be calculated by dividing the underwritten net cash flow of the Property determined by Lender in its sole and absolute discretion (the "**UWNCF**") by the debt service due on the Loan based on the actual interest rate on the Loan and assuming an amortization term of 30 years.
- Debt Yield:** The Debt Yield shall be calculated by dividing the UWNCF by the Loan Amount.
- Loan to Value Ratio:** The Loan to Value Ratio shall be established as the ratio of the amount of the Loan to the "as-is" value as shown in an MAI appraisal obtained by Lender at Borrower's cost and approved by Lender in form and substance.
- Security:** The Loan will be secured by, *inter alia*, (i) a first priority mortgage/deed of trust in the Borrower's fee simple interest in the Property, (ii) an assignment of all leases and rents, licenses, contracts, agreements, accounts, receivables, personal property, furniture, fixtures and equipment and any other personal property relating to the Property and (iii) such other collateral customary for a loan of this type.
- Bifurcation:** Provided that the initial economic and other material terms of the Loan shall remain the same for Borrower, Lender shall have the right to (i) bifurcate the Loan into one or more (a) participations, (b) component or other notes, such as B-Notes or (c) loans, including mezzanine loans secured by a pledge of 100% of the direct and indirect ownership interests, and (ii) reallocate the principal amount and interest rate of the Loan among one or more components and/or notes evidencing mortgage loans and mezzanine loans in any manner as determined by Lender, with applicable adjustments for mortgage-only and aggregate Debt Yield and DSCR covenants and/or tests. Sponsor agrees to cooperate with Lender in connection with the foregoing, which may require the creation of additional borrower entities. Borrower shall be responsible for the cost of bifurcation.
- Recourse:** The Loan will be non-recourse to Borrower, except that the Loan shall be recourse to Sponsor and Borrower (on a joint and several basis) for environmental hazards and Lender's standard recourse carve-outs. Borrower and Sponsor shall execute a guaranty and indemnity with respect to each of the foregoing. Throughout the term of the Loan, Sponsor shall maintain a minimum net worth (exclusive of any interest in the Property) and minimum liquidity as set forth in the Loan Documents.
- Reserves:** Upfront and ongoing reserves including but not limited to reserves for real property taxes, insurance, unpaid and ongoing tenant improvements and leasing commissions, free and/or abated rent, deferred maintenance, capital expenditures, environmental, interest, etc., will be determined by Lender based on due diligence. Subject to further due diligence, Lender anticipates (i) ongoing TI/LC collections of \$1.50 per square foot per annum capped at two years of collections (ii) ongoing capital expenditure reserve of \$0.20 per square foot per annum capped at two years of collections.



Sierra Center Up to \$9,500,000 Financing

Major Tenant Sweep:

During the continuance of a Major Tenant Sweep Event, all Excess Funds (defined below) at the Property shall be swept into an account to be held as additional collateral for the Loan (the “**Lease Sweep Reserve**”). Provided there is no event of default, the reserve shall be made available to Borrower to pay for certain tenant improvements, leasing commissions and other costs incurred by Borrower in connection with the re-tenanting of the space covered by the respective lease.

A “**Major Tenant Sweep Event**” shall commence (a) upon the earlier of (i) the date that is 12 months prior to the expiration of a Sweep Lease (defined below) or (ii) upon the date required under the Sweep Lease by which the Sweep Tenant is required to give notice of its exercise of a renewal option thereunder (and such renewal has not been so exercised); (b) upon the early termination, early cancellation or early surrender of a Sweep Lease or upon Borrower’s receipt of notice by a Sweep Tenant of its intent to effect an early termination, early cancellation or early surrender of its Sweep Lease; (c) if a Sweep Tenant has ceased operating its business at the Property (i.e., “goes dark”) at substantially all of its space at the Property; (d) upon a default under a Sweep Lease by a Sweep Tenant beyond any applicable notice and cure period, (e) upon a decline in the credit rating of the Sweep Lease Tenant (or its parent entity) below “BBB+” or equivalent by any of the rating agencies.

A Major Tenant Sweep Event shall end once the applicable Major Tenant Sweep Event has been cured or the space demised under the Sweep Lease has been re-tenanting pursuant to one or more “qualified leases” as defined in the Loan Documents and, in Lender’s judgment, sufficient funds have been accumulated in the Lease Sweep Reserve to cover all anticipated tenant improvement and leasing commissions and free and/or abated rent in connection therewith (and any operating shortfalls relating to the delay in the commencement of full rent payments). Amounts held in the Lease Sweep Reserve will, subject to standard release provisions, be disbursed to reimburse Borrower for tenant improvement costs and leasing commissions incurred in connection with the applicable qualified replacement lease and any excess remaining in the Lease Sweep Reserve will be released to Borrower (so long as no Trigger Event (defined below) has occurred and is continuing) once the applicable replacement tenant has taken occupancy and commenced paying full un-abated rent and all landlord obligations under the applicable replacement lease (including the payment of any leasing commissions) have been satisfied in full.

As used herein, (i) “**Sweep Lease**” shall mean Mono County and any replacement lease covering a majority of the space currently demised under such lease and (ii) “**Sweep Tenant**” shall mean any tenant under a Sweep Lease.

Cash Management:

At closing, Borrower shall enter into a clearing account agreement with a financial institution acceptable to Lender, which satisfies rating agency criteria, pursuant to which from and after the first occurrence of a Trigger Event (defined below) (or the bifurcation of a portion of the Loan into a mezzanine loan), a lockbox and clearing account controlled by Lender (the “**Clearing Account**”) shall be established by Borrower with such financial institution, into which all rents, revenues and receipts from the Property shall be deposited directly by the tenants. In connection with the foregoing, at Closing, Borrower shall provide (i) executed account opening documentation required by the Clearing Account financial institution in order to establish the Clearing Account and (ii) executed letters directing all tenants to



Sierra Center Up to \$9,500,000 Financing

deposit all sums due under their leases directly into the Clearing Account to be held in escrow pending the occurrence of a Trigger Event (or any such bifurcation). During the continuation of a Trigger Event all sums on deposit in the Clearing Account shall be transferred on a daily basis to an account controlled by Lender, at a financial institution selected by Lender, to be applied to payment of all monthly amounts due under the Loan Documents (including, without limitation, taxes and insurance, debt service and required reserves) and approved property operating expenses (and mezzanine debt service if there is a bifurcated mezzanine loan), with any excess funds (the “**Excess Funds**”) being held by Lender as additional collateral for the Loan (or, if there is a bifurcated mezzanine loan but no Trigger Event is in effect, transferred into Borrower's operating account) (provided that upon the occurrence of an event of default under the Loan Documents, such sums may be applied to amounts owed under the Loan Documents in such amounts, order and manner as Lender shall elect in its sole discretion). Once the Clearing Account has been established (and provided the Loan has not been bifurcated into a mezzanine loan), during any period in which no Trigger Event is continuing, all sums deposited into the Clearing Account shall be transferred into Borrower's operating account on a daily basis.

For purposes of this paragraph "**Trigger Event**" shall mean the occurrence of (i) an event of default under the Loan Documents or (ii) a Low Debt Service Trigger (as hereinafter defined).

Low Debt Service Reserve:

Borrower shall maintain a DSCR of no less than 1.20x .

The DSCR will be tested by Lender quarterly. If the DSCR falls below 1.20x (a "**Low Debt Service Trigger**"), all excess cash flow after payment of all monthly amounts due under the Loan Documents (including, without limitation, taxes and insurance, debt service and required reserves), approved budgeted property operating expenses and mezzanine debt service if there is a bifurcated mezzanine loan will be swept to and held in a Lender-controlled account as additional collateral for the Loan. A Low Debt Service Trigger shall cease to exist if the DSCR exceeds 1.25x for two consecutive quarters.

Prepayment, Repayment:

Locked Out Period: From closing through the earlier of (a) the end of month 36 or (b) two years after the securitization of the entire Loan -- Prepayment prohibited.

Structured Prepayment: After locked out period until 4 months before the maturity date -- Defeasance, as described below.

Open Period: Prepayment in whole without penalty permitted on any payment date during the last 4 months of the Loan term.

The Borrower may defease the Loan by (i) depositing an amount sufficient to purchase U.S. Treasury securities whose cash flows are equal to and occur on or before the successive remaining scheduled interest and principal payment dates required under the Loan including the full outstanding principal amount due on the maturity date; (ii) granting Lender a perfected first priority security interest in the securities with an opinion of counsel to such effect; (iii) paying all costs incurred in such transfer and (iv) such other terms as more particularly set forth in the Loan documentation.

Pledges/Transfers:

No transfer or pledge in the direct or indirect ownership of the Borrower or



Sierra Center Up to \$9,500,000 Financing

collateral shall be permitted, except up to 49% of the non-controlling ownership interests in the **Borrower** may be transferred to a qualified buyer subject to standard transfer conditions, including, without limitation, no event of default, prior written notice, and subject to the Sponsor maintaining control and management of the Borrower and the Property.

Loan Assumption:

The Loan is assumable following the securitization of the Loan, subject to Lender's prior written consent, rating agency confirmation, payment of all related expenses including any rating agency fees and an assumption fee of 1%, and other standard transfer conditions set forth in the Loan Documents.

**No Additional
Indebtedness:**

No additional debt, whether unsecured or secured by any direct or indirect interest (actual, economic or otherwise) in either the Property or Borrower is permitted without the prior written consent of Lender, which may be granted or withheld in Lender's sole and absolute discretion.

Property Management:

The Property must at all times be managed by an operator approved by Lender (a "**Property Manager**") pursuant to a property management agreement in form and substance satisfactory to Lender in all respects (a "**Management Agreement**"). The Property Manager's rights under the Management Agreement (including any right to fees thereunder) shall be subordinate to Lender's lien and to the terms and conditions of the Loan Documents, and the Property Manager shall execute an assignment and subordination agreement in form and substance acceptable to Lender in all respects. The Loan Documents will provide that Lender may require Borrower to terminate and replace the Property Manager with an independent third party manager acceptable to Lender upon the occurrence of certain events to be described in the Loan Documents.

Insurance:

Borrower will be required to maintain and provide evidence of property, casualty, liability, business interruption, windstorm, flood, named storm, earthquake and other applicable insurance in all cases with no exclusion for acts of terrorism and with an agreed upon deductible from an insurer having a rating acceptable to Lender. All insurance shall satisfy rating agency criteria for a loan of this type.

**Sale, Assignment,
Securitization:**

Lender will have the right to sell, assign, syndicate, securitize (through the issuance of certificates of interest therein, which will be rated by rating agencies, as well as certain unrated classes of certificates) or participate the Loan, in whole or in part, without the consent of Borrower or Sponsor. Borrower and Sponsor shall promptly cooperate in all respects with any such sale, assignment, syndication, securitization or participation. This includes but is not limited to meeting with rating agencies and third party investors.

Governing Law:

This Term Sheet and the Loan shall be governed by the laws of the State of New York (without regard to the choice-of-law rules thereof).

U.S. Patriot Act:

To help fight the funding of terrorism and money laundering activities, pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as restored and amended by the Uniting and Strengthening America by Fulfilling Rights and Ensuring Effective Discipline Over Monitoring Act (USA FREEDOM Act) of 2015 (Public Law Pub.L. 107-56) (the "**Patriot Act**"), Lender and its affiliates will obtain, verify, and record information that identifies each person and entity (and, if applicable,



Sierra Center Up to \$9,500,000 Financing

affiliates of the foregoing) with whom Lender enters into a business relationship. Pursuant to Patriot Act, when you enter into the business relationship with Lender, verification will include (but is not limited to) name, address, corporate tax identification number, date of birth, (applicable to an individual), and other information that will allow us to identify you. We may also ask to see corporate resolutions or other identifying documents from you.

Title Insurance:

Borrower shall obtain a mortgagee's policy of title insurance (including, if requested by Lender, a mezzanine endorsement to the owner's policy of title insurance in an amount not less than the full Loan Amount, if applicable) and Eagle 9 insurance from a title insurance company selected by Lender.

Brokers:

Borrower and Sponsor each represent and confirm that it has engaged Altoma Real Estate Advisors LLC as a broker for the Loan (the “**Broker**”) and shall be solely responsible for paying all fees and commissions due to such broker. Accordingly, it is hereby agreed that all costs, finders' fees, commissions, concessions remuneration or similar fees or compensation relating to the financing are the sole and absolute responsibility of Borrower and Sponsor. Borrower and Sponsor each agree (on a joint and several basis) to indemnify and hold Lender and its affiliates harmless from and against any and all compensation sought by any party who makes claim for commission or compensation related to the Loan. This section shall be binding upon Sponsor and Borrower.

Borrower and Sponsor each acknowledge and agree that Lender may pay fees or compensation to the Broker in connection with or arising out of the closing, funding or servicing of the Loan. Such fees and compensation (i) are in addition to any fees which may be paid by the Borrower or Sponsor directly or indirectly to the Broker, and (ii) may create a potential conflict of interest for the Broker in its relationship with the Borrower and/or Sponsor. The fees may include a direct, one-time payment at closing and/or ongoing payments from Lender to the Broker. Borrower and Sponsor each acknowledge that they have had the opportunity to speak with Broker regarding such fees and compensation. Borrower and Sponsor agree that Lender is not responsible for any recommendations or advice given to Borrower or Sponsor by the Broker, that Lender and Borrower (and Sponsor) are dealing at arms'-length with each other in a commercial lending transaction and that no fiduciary or other special relationship exists or shall exist between them. This section shall be binding upon Sponsor and Borrower.

Good Faith Deposit and Costs and Expenses:

\$45,000 payable at the execution of this Summary of Terms and Conditions. Sponsor and Borrower shall pay all out-of-pocket expenses incurred by Lender and its affiliates in connection with the Loan, whether or not the Loan closes. Such expenses may include, without limitation, legal fees, consultant fees, third party vendor fees, travel expenses, a loan processing fee of \$7,500 which loan processing fee shall be fully earned and non-refundable as of the date hereof, syndication costs, bifurcation costs and expenses, due diligence costs, underwriting costs and other miscellaneous expenses. If at any time Lender reasonably determines that the funds on deposit with Lender will not be sufficient to cover Lender's anticipated expenses, upon request, Sponsor shall promptly deposit such additional funds as Lender may reasonably determine are necessary to cover such expenses.

Standard Rate Lock; Loan Terms:

Subject to (i) the execution by Sponsor of Lender's standard Interest Rate Lock Agreement and (ii) the delivery to Lender of a deposit equal to 2.0% of the Loan Amount, which will be refunded to Sponsor if and when the Loan closes, the



Sierra Center Up to \$9,500,000 Financing

Sponsor may lock the base rate of the Loan ("Rate Lock") prior to the closing date of the Loan. Borrower and Sponsor will bear all costs of any Rate Lock, including, without limitation, all hedging and breakage costs and per diem carrying expenses incurred in connection with the Rate Lock.

If the Loan does not close on or before the expiration of the Rate Lock Period (as defined in the Interest Rate Lock Agreement), the Rate Lock shall terminate in Lender's sole and absolute discretion and be of no further force and effect and Borrower and Sponsor shall be jointly and severally liable for any and all hedging and breakage costs and per diem carrying expenses incurred by Lender.

Conditions to Closing:

As outlined on **Schedule A**.

Exclusivity:

For a period of ninety (90) days following execution of this Term Sheet, Lender shall have the exclusive right to provide the Loan to Borrower. If this Exclusivity provision is violated, Lender shall be entitled to retain the entire Good Faith Deposit. This section shall be binding upon Sponsor and Borrower.

Expiration:

In the event that the Loan is not closed and funded within 45 days from the date hereof, the Term Sheet shall automatically expire and be of no further force and effect, other than with respect to the sections hereof titled "Exclusivity", "Brokers" and "Out of Pocket Expenses," which shall survive the expiration of this Term Sheet.

* * * * *



Sierra Center Up to \$9,500,000 Financing

As an acknowledgement of your acceptance of the terms and conditions presented in this Term Sheet, please sign in the place indicated below and return an executed original of this Term Sheet together with the Good Faith Deposit not later than 4:00pm prevailing Eastern Time on June 10, 2016.

ACCEPTED THIS ___ DAY OF APRIL, 2016

SPONSOR:

_____, a _____,
on behalf of itself and the Borrower

By: _____
Name:
Title:



Sierra Center Up to \$9,500,000 Financing

Schedule A – Conditions to Closing

Closing of the Loan will be subject to the fulfillment of certain conditions usual and customary for a financing of this type, including but not limited to the following:

1. Satisfactory completion of all entity level due diligence, including review of financial condition, cash flow projection assumptions, organization documents (including an organizational structure chart listing all persons and entities having a direct or indirect ownership interest in Borrower) and business history (including, without limitation, references, credit and other background reports and searches) of Borrower, Sponsor and all other material loan parties, and satisfaction of all of Lender's Know-Your-Customer (KYC) requirements. The organizational documents of Borrower and their appropriate constituent entities shall satisfy all applicable rating agency criteria, including recycled SPE criteria if Borrower is a recycled SPE, shall be acceptable to Lender in its sole and absolute discretion and shall contain customary single purpose provisions and separateness covenants.
2. Satisfactory completion of UCC, lien, judgment, litigation and bankruptcy searches with respect to Borrower, Sponsor and all other material loan parties.
3. Satisfactory completion of real estate and Property due diligence including, title, survey, tax, environmental (including a Phase I ESA), engineering, property condition, seismic (if applicable), legal, zoning, certificate of occupancy, liquor license (if any) and other entitlement due diligence.
4. Receipt of a satisfactory FIRREA compliant appraisal of the Property.
5. Satisfactory inspection of the Property by Lender.
6. Lender's satisfactory review and approval of all material agreements, including, without limitation, the Management Agreement, reciprocal easement agreements, operating and service agreements, and all other documents, agreements or other instruments material to the Property or Borrower's interest therein.
7. Lender's satisfactory review and approval of all commercial leases, including, without limitation, parking agreements (if any), REAs and long-term leases. Borrower shall deliver estoppel certificates and SNDAs from each such tenant, in form and substance acceptable to Lender.
8. Receipt and approval by Lender of (i) title, (ii) property, (iii) rent loss/business interruption, (iv) builders risk, (v) workers compensation, (vi) terrorism, (vii) wind, (viii) flood, (ix) earthquake and (x) liability insurance as well as any other insurance deemed necessary by the Lender.
9. Confirmation of all financial, legal and factual premises upon which the terms and conditions of the Loan are based.
10. The preparation, execution and delivery of loan documentation, opinions of Borrower's and Sponsor's counsel covering such matters as Lender may require, and all other contracts, instruments, addenda and documents deemed necessary by Lender to evidence the Loan and the Collateral (the "Loan Documents"), including a loan agreement, all satisfactory in form and substance to Lender.
11. Absence of (i) any change, occurrence, or development that could, in the opinion of the Lender, have a material adverse effect on the business condition (financial or otherwise), operation, or

Sierra Center Up to \$9,500,000 Financing

performance of the Borrower or the Sponsor; (ii) any material adverse change in or material disruption of conditions in the financial, banking or capital markets; (iii) any event, circumstance, or information or matter which in the Lender's judgment is inconsistent in a material adverse manner with any event, circumstance, or information or other matter disclosed to Lender by Sponsor prior to the date hereof; or (iv) any change which could reasonably be expected to have a materially adverse effect on the value or marketability of the Loan or any security derived in whole or in part there from.

12. Both prior to closing and throughout the term of the Loan, Borrower shall deliver additional financial information regarding itself, the Sponsor, the guarantor, the Property and the tenants, including without limitation, such additional financial information as is necessary from time to time to comply with the terms of Regulation A/B Requirements.
13. Receipt of all final approvals from Lender's credit authorities.
14. Lender's satisfactory review and approval of all pertinent Property financial information, including but not limited to monthly operating statements, rent rolls, budgets, letters of intent, tax bills, etc.
15. Lender's satisfactory review of a new lease with Mono County Lease (the "Mono County Lease") acceptable to Lender in all respects, including the following lease parameters (i) total rentable square feet of no less than 37,760 square feet, (ii) a maturity date expiring no sooner than April 2036 with no termination options and (iii) rental payment of at least \$965,145 per annum (\$25.56 per square foot per annum). Lender expects to hold back \$1,888,000 (\$50.00 per square foot) from loan proceeds for tenant improvements, leasing commissions and any other capital related items in connection with the new lease being signed.





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



AGENDA ADDENDUM
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Regular Meeting
July 19, 2016

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

CLOSED SESSION

(11b)

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: Unknown. Facts and circumstances: Inclusion of certain types of holiday pay in calculation of regular rate of pay based on recent caselaw and Department of Labor directives.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

AFTERNOON SESSION WILL RECONVENE AT 1:00 P.M.

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Community Development

TIME REQUIRED 1 hour (15 minute presentation; 45 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Nick Criss

SUBJECT Long Valley Hydrologic Advisory Committee Workshop

AGENDA DESCRIPTION:

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

Long Valley Hydrologic Advisory Committee Workshop, including presentation by Jim Howle, United States Geologic Survey

RECOMMENDED ACTION:

Conduct workshop and provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact associated with workshop.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 760-914-1419 / ncriss@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:
Nick Criss

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> staff report</p>

History

Time	Who	Approval
7/12/2016 11:54 AM	County Administrative Office	Yes

7/12/2016 5:43 PM

County Counsel

Yes

7/12/2016 11:54 AM

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

July 19, 2016

To: Board of Supervisors

From: Nick Criss, Compliance Officer
Jim Howle, USGS

Re: Long Valley Hydrologic Advisory Committee Workshop

Recommendation

Conduct workshop on Mono County's participation in the Long Valley Hydrologic Advisory Committee, receive a presentation from United States Geologic Survey (USGS) on current hydrological monitoring information, and provide any desired direction to staff.

Fiscal Impact

No impact associated with workshop.

Discussion

In response to Board of Supervisor requests, this workshop is intended to assess the status of the Long Valley Hydrological Advisory Committee (LVHAC). The workshop seeks to review how and why the LVHAC was formed and to clarify Mono County's role in participation. In addition, the USGS will provide an overview of the existing geothermal monitoring program, with a focus on data collected from new monitoring wells drilled near Shady Rest Park.

Please contact Nick Criss, 924-1826, or Scott Burns, 924-1807, if you have questions concerning the workshop.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Peter Chapman

SUBJECT Crowley Lake Skatepark - Parking Lot Improvements

AGENDA DESCRIPTION:

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

Discussion and proposed expenditure of County Service Area 1 funds for design and construction of Crowley Lake Community Center skatepark parking lot.

RECOMMENDED ACTION:

Approve County Service Area #1 (CSA1) expenditures on parking lot plans and construction. Provide any desired direction to staff.

FISCAL IMPACT:

Expenditure of CSA1 funds on the skatepark parking lot. Cost of the plans is \$5,000. Engineer's estimate for parking lot construction is \$162,636.

CONTACT NAME: Peter Chapman

PHONE/EMAIL: (760) 932-5446 / pchapman@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
Crowley Skatepark Parking Lot - Staff Report
CSA1 10 Year Plan
Conditional Use Permit 15-004

[CSA1 Budget](#)

[Paving and Sidewalk Improvement Plans](#)

[Precast ADA Bathroom Cut-sheets](#)

[Crowley Lake Skate Park - Parking Lot Improvement cost estimate](#)

History

Time	Who	Approval
7/12/2016 11:50 AM	County Administrative Office	Yes
7/13/2016 5:00 PM	County Counsel	Yes
7/7/2016 11:35 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

July 19, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: Crowley Lake Community Center (CLCC) Skatepark Parking Lot Development

Recommended Action: Approve County Service Area #1 (CSA1) expenditures on parking lot plans and construction. Provide any desired direction to staff.

Fiscal Impact: Expenditure of CSA1 funds on the skatepark parking lot. Cost of the plans is \$5,000. Engineer's estimate for parking lot construction is \$162,636.

Background:

Mono County CSA1 approved the skatepark project in their Ten Year Plan. The park was approved by the Mono County Planning Commission on Nov. 9, 2015 as part of the Site Plan at the CLCC property owned by Mono County. Construction of the parking lot improvements, including installation of an ADA restroom, can be done during this construction season. Once completed, the sidewalk will provide a definitive border to which the skatepark can be integrated. Design of the skatepark can be done through the winter season with community involvement. Construction of the skatepark is intended to take place during the 2017 construction season. The estimated cost of the skatepark is \$400,000.

If the Board authorizes this expenditure of CSA1 funds as recommended, the Department of Public Works will request bids and contract for construction services as indicated.

Attachments:

1. CSA1 10 Year Plan (March 15, 2016)
2. Conditional Use Permit 15-004
3. CSA1 Budget (2016-2017)
4. Paving and Sidewalk Improvement Plans
5. Parking Lot Construction Cost Estimate
6. Precast ADA Bathroom Cut-sheets

If you have any questions regarding this item please contact Peter Chapman at 760-932-5446, or pchapman@mono.ca.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter Chapman". The signature is fluid and cursive, with the first name "Peter" and the last name "Chapman" clearly distinguishable.

Peter Chapman, Project Manager

Mono County Service Area 1 (CSA1)
Ten Year Plan
Updated March 7, 2016

This document is a guideline for the CSA 1 board members to follow their goals to use the tax dollars allocated by the Mono County Auditor-Controller's Office to best fill the needs or services of the citizens who live within the district. The district runs from the Geothermal plant to the north and continues south to the communities of Sunny Slopes and Tom's place.

In November of 2012 a community survey was mailed to all property owners within the district. Each property owner was asked to rank 6 projects as most to least favorable. Listed below are those projects listed as most favorable and the status of each project as of this time. As you will see, many of the projects have now been completed leaving only 3 that are not. The CSA 1 board members are very pleased with what we have accomplished in such short time. We could not have done this without the help of Mono County staff and we are grateful to them.

Listed by most favorable, here is the update as to the status of each project.

Library:

As John Connolly, a board member, has said, "It is no secret the library project ranked #1 on our community survey." The problem is very simple. The Crowley Lake Friends of the Library would like a stick built 2200 square foot building which the Office of Education said they cannot afford to maintain. The Office of Education would like to keep the library at the current size of 1300 square feet. The CSA 1 board members are the bank offering the finances only and we have attended many meetings with both parties but feel we have run into a dead end until the two parties can come to some agreement on the size of the building.

The CSA 1 board members have also discussed the need for a green \$1.5 to \$2 million building and would consider some type of modular unit on the Site Plan which was approved on Nov. 9, 2015 to have the new library moved from its current location to the CL Community Center (CLCC).

Until the two parties can come to some agreement to the size of a new library, we cannot move forward with a new library.

Community Classes/Wellness Classes:

The CSA1 currently sponsors four series of classes and has hired to Class Coordinator who oversees these classes by working with instructors to insure they have the necessary licenses required. We offer classes in the Spring, Summer, Fall and Winter and all classes are free to anyone who lives within the district and a fee of \$5.00 for those outside the district. Classes range from Ukulele, Fencing, Pilates, Yoga, Cardio Sculpt, Mommy Boot Camp, Zumba, Latin Dance, Dry Land Training, Tennis and English as a second language. The community has been very supportive and appreciative of these classes. The CSA1 board is thankful to Isabel Connolly our Class Coordinator for doing an outstanding job of bringing these classes to our community.

Additional Playground Equipment:

The CSA1 wanted to add one additional piece of playground equipment at the CL park. Upon further discussion, we decided it may be more beneficial to place the equipment at the CL Ball Field. The MUSD who owns the property at the ball field has also expressed interest in seeing a play structure at the ball field. This project has not been completed and remains on the 10-year plan.

The Ball Field and Solar Panels on the CLCC tied for fourth on the list of projects.

CL Ball Field Concession/Bathrooms Building:

The building was constructed in the Summer of 2015 and is complete except for installing some cabinets and a sink inside the concession area. County staff is planning on completing the inside of the concession building this summer. County staff was also able to use reclaimed water so we could irrigate seven trees and there is more water available to plant more trees at the Ball Field to create more shade where we want to place picnic tables already purchased and install 3 BBQ grills this summer. We hope that by having this new building the community will use the ball field more for gatherings and Mono County Little League, MHS, and Soccer Clubs can also take advantage of this facility especially when weather is unfavorable in Mammoth.

Solar Panels:

Solar panels were placed on the CLCC in the summer of 2014 through a grant the MCBOS, Larry Johnston pursued from LADWP. This project is complete and not on the 10-year plan. Thank you MCBOS.

CL Skate Park:

The park was approved by the Mono County Planning Commission on Nov. 9, 2015 as part of the Site Plan at the CLCC property owned by Mono County. The park will be between 9 to 10,000 square feet and located behind the fenced area that holds the trash containers and will not cross over the sewer lines. It will be narrow and long and have an organic flow to the park. The cost to build the park is \$400,000. We are being asked by Mono County to spend an additional \$200,000 for sidewalks, curbing, paving of a loop road used by MUSD and ESTA buses, and a ADA bathroom to make the total cost of the project \$600,000. The CSA1 board currently has \$578,000. In their account as of Jan. 31, 2016. We hope to build sooner than later than the expected date of the Summer of 2017 but expect to have an additional revenue from property taxes of \$180,000. The park will have something for everyone from beginners to more skilled riders. Our vision is the park will be a place for families and kids to get outside and enjoy our beautiful mountain views and socialize with peers. It will be a park our kids will take pride in by self-policing themselves but will have all the standard rules of skate parks. The park will be open from dusk to dark with no outside lights.

The three remaining projects left on the 10-year plan are: Library, a playground structure at the Ball Field and the CL Skate Park.

The CSA 1 Board Members are grateful to the Mono County Board of Supervisors and County Staff for their support in helping to make these projects a reality and sharing the vision to create a better community for all our citizens in our district.

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

December 10, 2015

To: Mono County Planning Commission

From: Courtney Weiche, Associate Planner

Re: Use Permit 15-004 / Crowley Lake Skate Park

RECOMMENDATION

It is recommended that following the public hearing, the Planning Commission take the following actions:

1. In accordance with the California Environmental Quality Act (CEQA), determine none of the conditions in CEQA Guidelines §15162(a) applies to the proposed Crowley Lake Skate Park, and adopt the Crowley Lake Skate Park Addendum to the 1997 Negative Declaration for the Crowley Lake Community Center and Library, and direct staff to file a Notice of Determination;
2. Make the required findings as contained in the project staff report; and,
3. Approve Use Permit 15-004 subject to Conditions of Approval.

PROJECT

The proposed project is for construction of an up to 10,000 square foot (sf) skate park on the east side of the Crowley Lake Community Center parcel. The project site is located at 58 Pearson Rd. in the community of Crowley Lake on assessor's parcel number 060-210-020 at the intersection of South Landing Road and Pearson Road. The parcel is 2.1 acres, County owned, and has a land use designation of Public Facility. The site is primarily flat and mainly developed on the western half of the parcel with the parking area, community center, community garden, and bus stop. To the south is a parcel owned by Church on the Mountain with a land use designation of Public Facility. Across South Landing Drive and Pearson Road is the Crowley Lake Mobile Home Park and Crowley Lake General Store. Southeast of the property is 4.5 acres of undeveloped land designated Single-Family Residential between the site and the closest single-family neighborhood known as Sierra Springs.

BACKGROUND

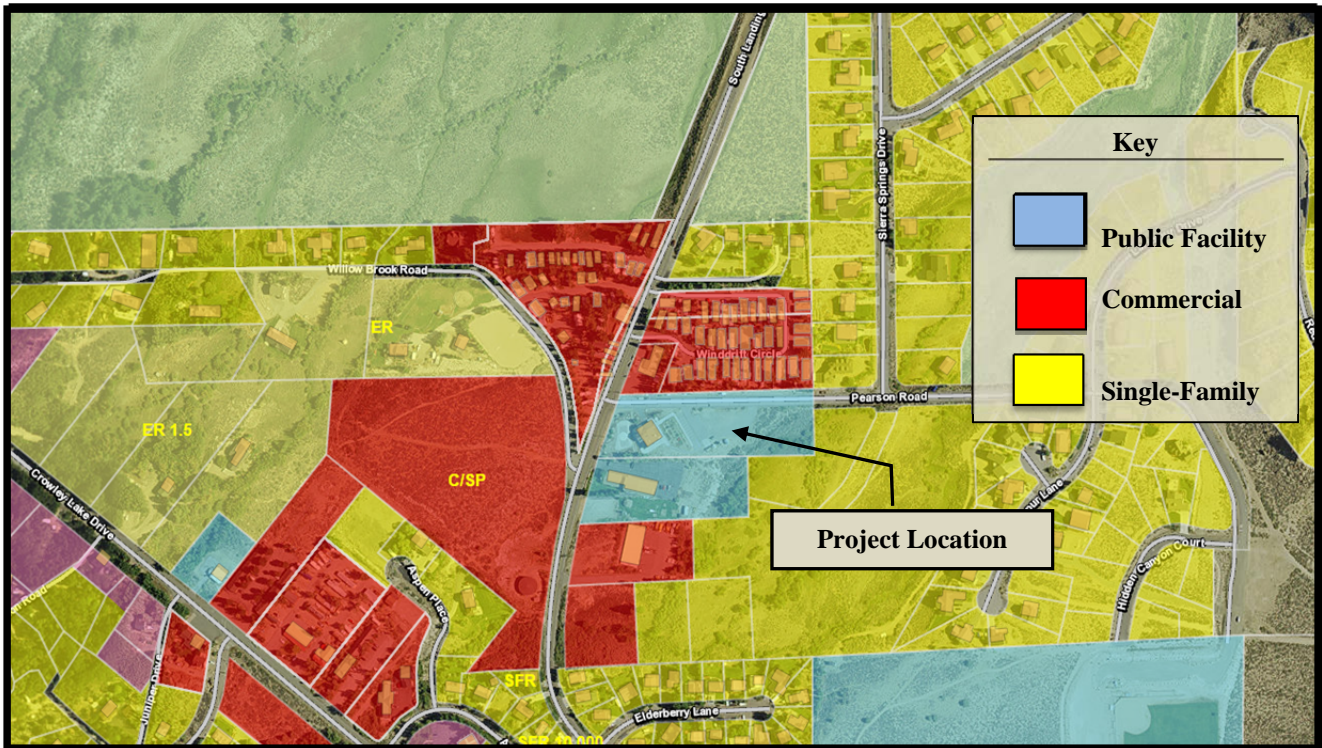
In 1997, Conditional Use Permit 37-97-01 was approved specifying site locations and standards for a proposed new community center, library and basketball court (see figure 2). In 2002, the Board of Supervisors authorized Public Works to oversee the design and construction of the now-built Crowley Lake Community Center. County Service Area 1 (CSA) was able to fully fund the proposed project. The current location of the community center varies from the original use permit site plan and was sited further to the east on the parcel following a community outreach process of the CSA. A new site plan was drawn by the Mono County Public Works Department to memorialize the as-built changes (see figure 3). In 2011, with Mono County Board of Supervisors authorization, the CSA converted the land between the community center and parking area into a community garden (see figure 4).

The CSA prepared a Ten Year Plan identifying and prioritizing potential projects in the Long Valley area. The Board of Supervisors reviewed the plan in 2013 and directed the CSA to conduct additional outreach to the community for input on proposed projects. The CSA responded by a community survey in the fall of 2012. The survey was well received by the community, and was reviewed by the Long Valley Regional Planning Advisory Committee. The results of that survey were incorporated into the Ten Year Plan (see attached).

Although the results of the community survey identified the library as the top priority, it is not a reasonably foreseeable project due to current limitations of funding, staffing and support from the Mono County Office of Education and Friends of the Library at this time. Acknowledging the community's support for a future library, the proposed site plan dedicates sufficient space, as indicated by the Crowley Lake Friends of the Library president, for the facility. The remaining identified priority projects have since been completed by the CSA, including improvements to Crowley Lake ballfield, community center solar panels, and additional playground equipment for the Crowley Lake Park.

Site planning, including alternative layouts, was reviewed in consultation with Public Works, Planning and Building; the preferred site plan is the project as presented. At the October 27, 2015 CSA meeting, a motion was approved to make the skate park its number one priority.

**Figure 1:
Land Use Designations in Crowley Lake**



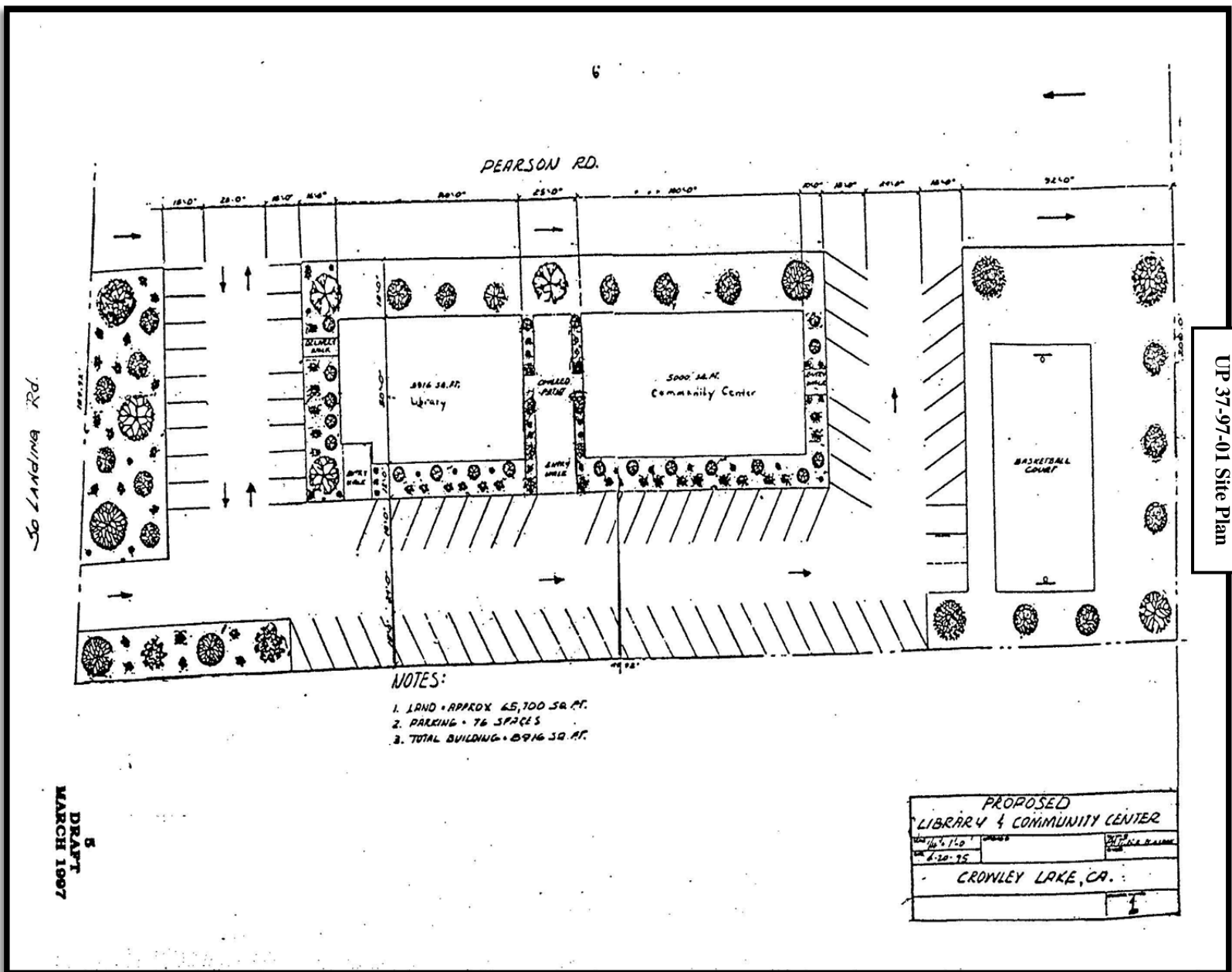


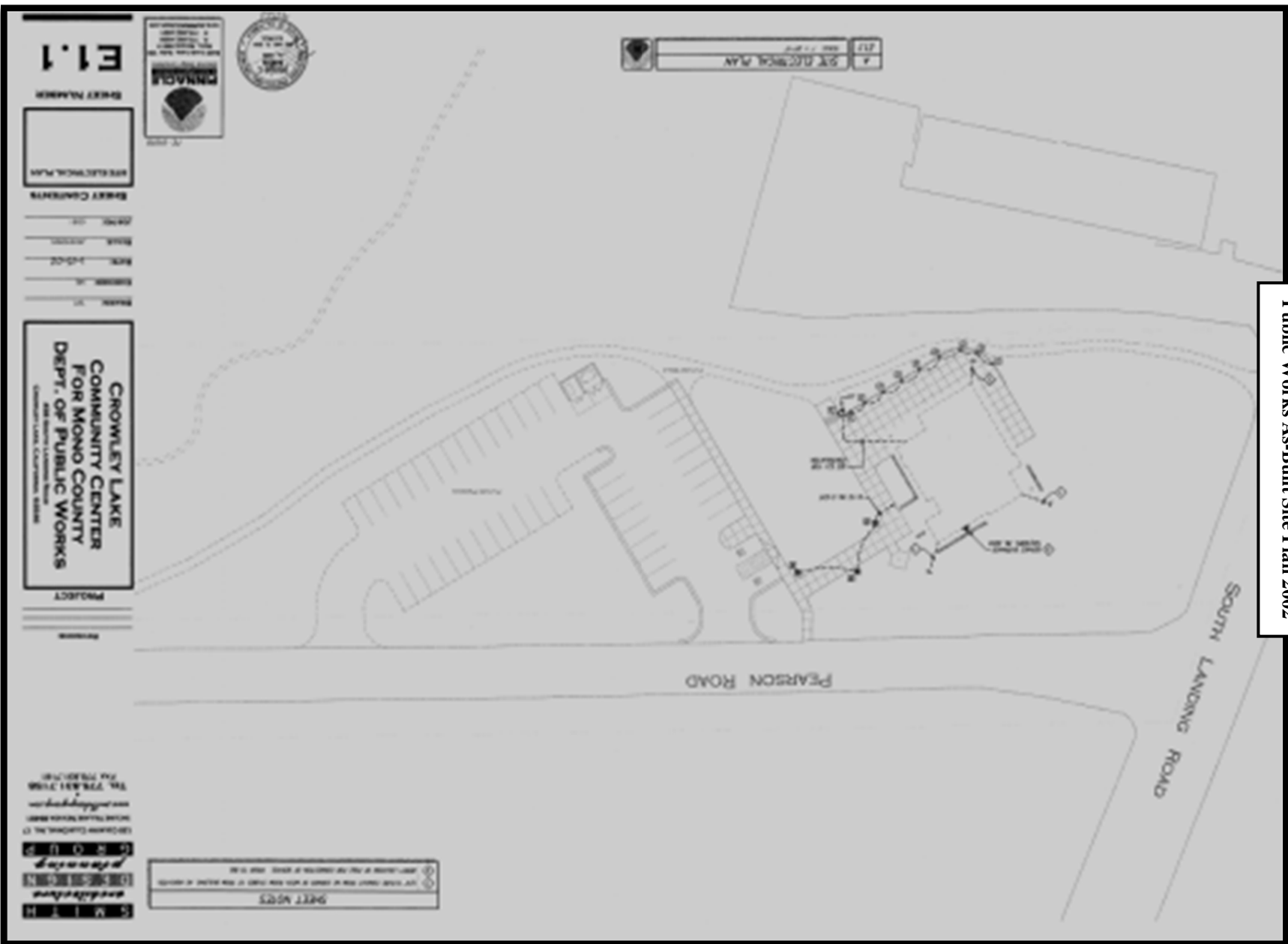
Figure 2:
UP 37-97-01 Site Plan

- NOTES:
1. LAND - APPROX 65,700 SQ. FT.
 2. PARKING - 76 SPACES
 3. TOTAL BUILDING - 2916 SQ. FT.

PROPOSED
LIBRARY & COMMUNITY CENTER
1/4" = 1'-0"
8-20-75
CROWLEY LAKE, CA.

5
DRAFT
MARCH 1997

Figure 3:
Public Works As-Built Site Plan 2002



**Figure 4:
Community Garden**



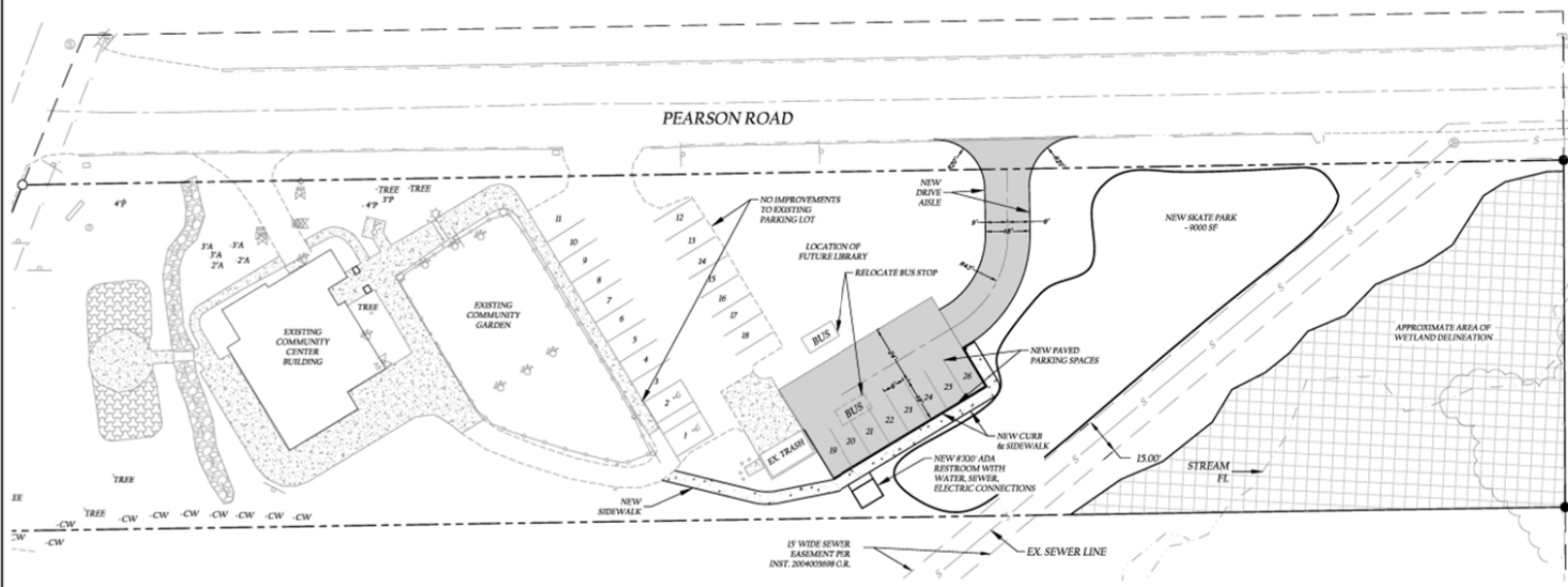
PROJECT SPECIFICS

As stated, the project area is located along South Landing Drive and Pearson Road, which serves as the commercial core for Crowley Lake. The property is in the center of the community and is easily accessed by neighboring properties. The current site plan memorializes all existing and proposed uses including: the existing Crowley Lake community center (CLCC), community garden, sidewalk, pergola and outdoor area behind CLCC, parking, bus stop, trash enclosure, Digital 395 transformer box, and sewer lines. The proposed uses include: 10,000-sf skate park, paving the remaining looped road with an additional encroachment to the east onto Pearson Road, relocation of existing bus stop, new curb and sidewalk, additional parking spaces, and a new ADA unisex restroom with water, sewer and electric connections. Site planning, including alternative layouts, was reviewed in consultation with Public Works, Planning and Building; the preferred site plan is the project as presented. Additionally, the site plan delineates the wetland boundary per Dr. Jim Paulus' study (see attached Addendum) where no disturbance can occur.

As stated in the project description, submitted by the CSA, the skate park will be constructed primarily of poured and finished concrete, steel, and rocks, with a park design that will be vetted by the community. The skate park design will include use of local materials and vistas, is expected to be similar to the Volcom Brothers skate park in Mammoth Lakes, and will avoid the adjacent wetland and riparian area. Skate park features are intended to serve all ability levels and may include a continuous motion pump track, below-grade mini ramps and bowls, and above-grade features like hips, quarter pipes, volcanoes, pyramids, tombstones, etc. Maximum heights above and below grade may extend 4-6 feet in either direction.

CROWLEY LAKE COMMUNITY CENTER

MASTER SITE PLAN - PHASE I - SKATE PARK FACILITIES



PARKING REQUIREMENTS
 CONFORMANCE CRITERIA
 STREET PARKING
 NO LESS THAN 1 SPACE FOR EACH 300 SF OF GARAGEED ROOM
 LARGEST ROOM = 1,000 SF
 → REQUIRE 13 SPACES

REQUIREMENTS
 NUMBER OF SPACES
 REVENUE TO BE PROVIDED AS NON-OVERLAPPING CONT USE WITH COMMUNITY CENTER/LIBRARY

ACCESSIBLE SPACES
 STREET PARKING: 25 TOTAL SPACES
 NEED 1 SPACE FOR 25 OR MORE
 TOTAL REQUIRED = 24+ = 25 SPACES WHICH INCLUDES 1 ADA SPACE

PARKING PROVIDED
 24 SPACES PROVIDED INCLUDING 1 ADA SPACE
 104 ELEVATION = 7002. CAN USE #100 SPACES

- LEGEND**
- NEW ASPHALT PAVEMENT
 - EXISTING CONCRETE
 - NEW CONCRETE
 - NEW LANDSCAPE AREA
 - WETLAND DELINEATION



Conditional Use Permit 15-004 / CLCC Skate Park

LIBRARY & SKATE PARK MASTER PLAN
 CROWLEY LAKE COMMUNITY CENTER
 PREPARED FOR: MONO COUNTY DEPARTMENT OF PUBLIC WORKS



PROJECT NO.	15-004
DATE	11/16/2015
SCALE	1"=20'
CITY	MO
PROJECT	1.4079
DESIGNER	THO/tyoung-phase1.dwg
SHEET	1
TOTAL SHEETS	7

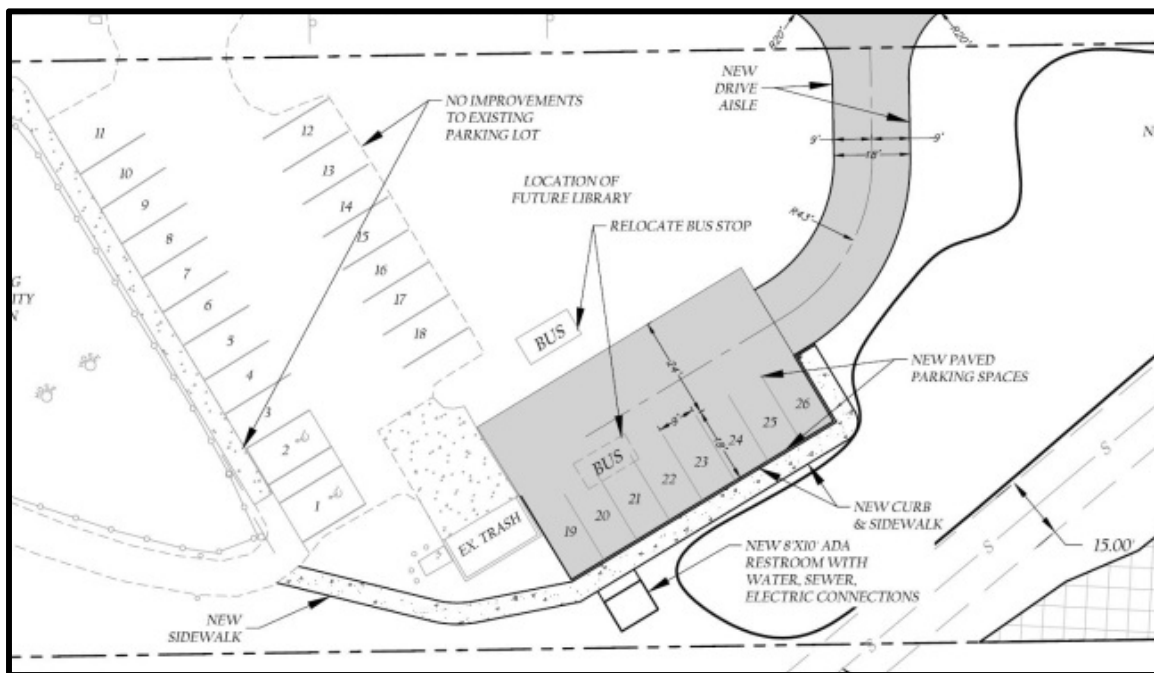
11/16/2015
 1"=20'
 MO
 1.4079
 THO/tyoung-phase1.dwg
 1
 7

PARKING REQUIREMENTS

Mono County General Plan, Chapter 06, does not specifically address parking requirements for a skate park, however Table 06.010 "Required Number of Spaces, does state: "For any uses not specifically mentioned herein, the Commission shall determine the number or amount of parking required." Additionally, proposed off site and joint use parking are allowed subject to compliance with specific circumstances. Reductions in parking can be made when a facility is near a public transit stop, which the community center is, and where bike racks are provided.

The number and location of the proposed parking associated with the skate park was reviewed by the Land Development Technical Advisory Committee and their recommendations were presented to the Planning Commission for initial input on April 9, 2015. The proposal included the existing 18 paved parking spaces, two dedicated ADA spaces, and an additional eight spaces is proposed for development of the skate park. As required by the CA Building Code a new ADA-compliant sidewalk will be provided from the community garden's southern entrance to the skate park and adjacent to the last parking space (#26). In order to accommodate the new parking, the existing bus stop will be relocated approximately 30' to the north and will require buses to then enter from the new eastern driveway. The Planning Commission agreed the proposed number of parking spaces was sufficient and that the travel way for the loop road shall be paved in the first phase.

An additional six spaces are anticipated for final build-out of the envisioned master site plan, but are not required to be paved at this time. Pearson Road, County owned, is commonly used for overflow parking and is wide enough to accommodate additional parallel spaces on both sides of the street. Both Public Works and the Building Division were consulted and their recommendations were incorporated into the final design of the parking plan.



SIGNAGE

At this time there is no proposed design for a sign at the skate park, however an identification sign is anticipated. Any signage proposed shall comply with Chapter 16, Signs, and shall be reviewed in conjunction with the final design of the skate park per the conditions of approval. Established skate park rules will also be posted as required by the Risk Management Department prior to issuing a Certificate of Occupancy and considered by the Commission upon final skate park design approval.

PUBLIC OUTREACH

As noted previously, the CSA has outreached to the community via surveys to develop its Ten Year Plan. The Board of Supervisors reviewed and accepted the final plan in 2013. The CSA has long collaborated with the Long Valley RPAC on their priority projects, and policies were incorporated into the Long Valley Area Plan supporting the CSA's Ten Year Plan.

This October, the CSA held a public workshop to update and gain feedback from the Long Valley community on the proposed skate park site plan. A flyer to all properties within the CSA 1 boundaries was sent notifying residents of the workshop. The workshop was well attended and no opposition was apparent. Many school kids and parents spoke in favor of the skate park, stating the need for more activities in the area for kids. At that time, a skate park committee was also established to help fundraise and provide ongoing input during the design phase of the project.



A Planning Commission public hearing notice to surrounding property owners within 1000 feet of the community center parcel was sent November 20. To date, no comments have been received.

FINAL DESIGN APPROVAL

As required by the conditions of approval, the final design of the skate park shall be reviewed and approved by the Planning Commission at a noticed public hearing. The CSA wanted to secure the Use Permit approval for the site plan prior to expending any additional funds on an architect for the design of the skate park. Such design shall be in conformance with any requirements and limitations set forth in the environmental addendum, UP15-004 and as required by County departments.

LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE

The LDTAC has considered and reviewed the project on multiple occasions and their recommendations have been incorporated into the Use Permit and conditions of approval.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA §15164[b]) states:

“(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.” (Emphasis added.)

Section 15162(a), in turn, describes conditions under which a subsequent Negative Declaration must be prepared; none of these conditions exist, and therefore an addendum to the 1997 Negative Declaration is determined to be the appropriate environmental analysis. For a detailed explanation and analysis, please see the attached Crowley Lake Skate Park Addendum to the 1997 Negative Declaration for the Crowley Lake Community Center and Library.

USE PERMIT FINDINGS

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*

The 2-acre site will be able to accommodate the 10,000sf skate park with the existing and possible future uses.

The parcel is designated Public Facility, which allows for quasi-public facilities such as a skate park.

There are not defined setbacks for the PF designation however; Cal Fire typically requires a minimum 30' on all sides on parcels greater than one acre. After consultation, Cal Fire indicated the proposal, as presented, is in compliance with setback requirements per PRC 4290 Article 5 section 1276.01(a) (see email attachment from Jeremy Mitchell).

2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*

South Landing Road and Pearson Road provide site access. The project is not expected to generate significant amounts of traffic to alter existing circulation patterns. Because of its central location, many are likely to walk, bike, or skate to the site.

3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located because:*

This project is not expected to impact adjoining property owners, if conducted in accordance with Mono County General Plan standards and conditions of this Conditional Use Permit. Furthermore, the site complements the existing adjoining community garden and community center and has exhibited support from the community. The location and use of a skate park has not been contested by adjacent owners.

4. *The proposed use is consistent with the map and text of the existing General Plan because:*

As noted above, the General Plan Land Use Designation for this property is Public Facility (PF). According to the Mono County General Plan, "the 'PF' designation is intended to provide for a variety of public and quasi-public facilities and uses."

Permitted uses subject to a Conditional Use Permit under the PF land use designation include public facilities structures and uses, including but not limited to: County buildings, community centers, parks, ball fields, etc.

The proposed development is consistent with the Long Valley Area Plan policies contained in the Mono County General Plan Land Use Element. The sections below from the Mono County General Plan support the project in Long Valley:

MONO COUNTY LAND USE ELEMENT, Countywide Land Use Policies

GOAL 1. Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.

Objective 1.A. Accommodate future growth in a manner that preserves and protects the area's scenic, agricultural, natural, cultural and recreational resources and that is consistent with the capacities of public facilities and services.

Policy 1.A.1. Contain growth in and adjacent to existing community areas.

MONO COUNTY LAND USE ELEMENT, June Lake 2010: June Lake Area Plan

Long Valley GOAL 23. Maintain the rural residential character of the Long Valley communities (i.e., Long Valley, McGee Creek, Crowley Lake/Hilton Creek, Aspen Springs, and Sunny Slopes) in a manner that provides for commercial uses to serve community needs, and that protects the area's visual, recreational, and natural resources.

Objective 23.A. Provide appropriate public infrastructure and service capability expansion to support development, public safety, and quality of life.

Policy 23.A.4. Coordinate closely with County Service Area 1 in programming capital improvements and facilitating community input.

Action 23.A.4.a. Participate in the development of the County Service Area 1 10-year plan via the Long Valley RPAC (Regional Planning Advisory Committee).

Action 23.A.4.b. Periodically review and assist in updating and implementing the County Service Area 1 10-year plan.

Policy 23.C.2. Promote improvements in community commercial areas to increase their attractiveness and to rejuvenate existing commercial uses.

Action 23.C.2.a. Commercial development should follow county Design Guidelines and comply with the applicable development standards.

ATTACHMENTS

- 1. Notice of Determination and Conditions of Approval**
- 2. Skate Park Addendum**
- 3. Cal Fire Email from Jeremy Mitchell**
- 4. Mono County Service Area 1 Ten Year Plan**
- 5. Comments Received**
- 6. 11" x 17" Site Plan**

CONDITIONS OF APPROVAL: USE PERMIT 15-004/CROWLEY LAKE SKATE PARK

1. Project shall comply with all Mono County applicable department requirements including but not limited to; Environmental Health Department, Community Development Department, Public Works Department, and Risk Management.
2. Project shall provide and maintain a bicycle rack on-site.
3. All required parking shall be paved in compliance with site plan and shall be approved by the Public Works Department.
4. All exterior lighting shall be shielded and directed downward complying with Chapter 23, Dark Sky Regulations.
5. An encroachment permit shall be obtained from the Public Works Department for the new access point along Pearson Road.
6. Project shall comply with **ADA including, but not limited to, accessible restrooms, parking, sidewalks, etc., as determined** by the Public Works and Building Departments.
7. Prior to operation, skate park rules shall **be** approved by Mono County Risk Management applicable rules shall be **and** posted.
8. Final site and building design, including any proposed signage, shall be reviewed and approved by the Planning Commission with input from the Public Works, Building, Planning, and Risk Management Departments after review and comment by appropriate community groups (i.e. Long Valley RPAC, Friends of the Library, public workshops, etc.).
9. All associated costs with the skate park, including construction and ongoing maintenance, shall be funded by the CSA.
10. CSA is required to present the budget for the skate park and associated improvements to the Board of Supervisors for approval prior to expending anything beyond \$5000.
11. The skate park design should be compatible with community design studies such as the 2015 Character Inventory & Design Guidelines for Highway 395 Scenic Byway Corridor Communities.
12. The anticipated electrical uses **shall** consider use of solar power.

ENVIRONMENTAL CONDITIONS

13. On-site grading and earthwork shall take place in conformance with Mono County Grading Ordinance (Mono County Zoning and Development Code 13.08) which contains standards for controlling site cleaning, drainage interference, earth work, and erosion.
14. Lahontan Regional Water Quality Control Board (LRWQCB) regulations shall be followed to prevent erosion and runoff impacts to the adjacent riparian and wetland area, and may include post-construction stormwater management plans, low-impact development solutions (see the Mono County General Plan Appendix), and other measures provided by the California Stormwater Quality Association (CASQA).¹

¹ The responsible agency for compliance and monitoring of this condition is the Lahontan Regional Water Quality Control Board.

*Changes incorporated from 12.10.15 Planning Commission approval are in red

15. The project will be designed to avoid any disturbance of the riparian and delineated wetland area established in the study by J. Paulus (Exhibit 2). Catchment facilities and other low-impact development solutions will be incorporated into the project design to trap sheet flow from paved areas, and prevent erosion and runoff into the wetland and riparian area.
16. On-site grading and earthwork shall take place in conformance with Mono County Grading Ordinance (Mono County Zoning and Development Code 13.08) which contains standards for controlling site cleaning, drainage interference, earth work, and erosion.
17. Lahontan Regional Water Quality Control Board (LRWQCB) regulations shall be followed to prevent erosion and runoff impacts to the adjacent riparian and wetland area, and may include post-construction stormwater management plans, low-impact development solutions (see the Mono County General Plan Appendix), and other measures provided by the California Stormwater Quality Association (CASQA).
18. Construction activities shall be scheduled during daytime hours to reduce disturbance to nocturnal wildlife species.
19. Impacts from night lighting shall be minimized by compliance with the Dark Sky Regulations of Chapter 23 in the Land Use Element of the Mono County General Plan, which requires lighting to be shielded and directed downward, or of low wattage, to minimize glare and light trespass outside the intended area of illumination.
20. Construction and use of the proposed facility will comply with Mono County Code 10.16 Noise Regulation which limits exterior and construction noise levels.
21. A “will serve” letter from the Long Valley Fire Protection District will be obtained before construction begins.
22. A “will serve” letter will be obtained from the Hilton Creek Community Services District for sewer service.
23. A “will serve” letter will be obtained from Mountain Meadows Water Company for water service.
24. Impacts from night lighting shall be minimized by compliance with the Dark Sky Regulations of Chapter 23 in the Land Use Element of the Mono County General Plan, which requires lighting to be shielded and directed downward, or of low wattage, to minimize glare and light trespass onto adjoining uses.
25. All proposed signage will comply with Chapter 7 – Signs in the Land Use Element of the Mono County General Plan.
26. A landscaping plan will be required. All site disturbances shall be revegetated with a mix of indigenous species native to the site.
27. The visual impacts of parking areas shall be minimized through the use of landscaping, covered parking, siting which screens the parking from view, or other appropriate measures.
28. The design, color, and building materials for structures, fences, and signs shall be compatible with the natural environment and/or surrounding community.
29. Reflective materials will not be used or use will be minimized.
30. Work shall be stopped and appropriate agencies will be notified if archaeological evidence is encountered during earthwork activities. No disturbance of an archaeological site shall be permitted until such time as a qualified consultant is hired and an appropriate report is filed with the County Planning Department which identifies acceptable site mitigation measures

MONO COUNTY SERVICE AREA #1			
BUDGET 2016/2017			
REVENUES:			
Secured Prop. Tax	\$ 135,000.00		
Unsecured Prop. Tax	\$ 12,000.00		
Interest	\$ 2,000.00		
Misc. and HOPTR	\$ 2,000.00		
Redemption Penalties	\$ 200.00		
Unitary Taxes	\$ 1,500.00		
Tax Administration Fee	\$ (5,050.00)		
Rents	\$ 1,400.00		
Garden Plots	\$ 350.00		
Garage Sale Fees	\$ 100.00		
Skate Park Fundraiser Revenues	\$ 4,000.00		
Community Program Fees	\$ 1,000.00		
Transfer from Reserves	\$ 350,000.00		
TOTAL REVENUES:	\$ 504,500.00		
EXPENDITURES:			
Board Member Fees	\$ 3,000.00		
Utilities	\$ 3,000.00		
Office	\$ 500.00		
Secretarial	\$ 6,000.00		
Legal	\$ 2,000.00		
Repairs and Site Maintenance	\$ 5,000.00		
Lease Fees (Smith & USFS)	\$ 1,000.00		
Community Wellness Programs	\$ 15,000.00		
Comm. Ctr. Landscape Maintenance	\$ 5,000.00		
Ball Field Maintenance (Concession)	\$ 5,000.00		
Garage Sale Expenses	\$ 200.00		
Library Design/Planning	\$ 10,000.00		
Skate Park	\$ 275,000.00		
Community Center Landscape Improv.	\$ 50,000.00		
Ball Field Improvements	\$ 10,000.00		
Miscellaneous	\$ 600.00		
Storage Rent	\$ 1,000.00		
Community Garden Maintenance	\$ 2,000.00		
Contingency	\$ 5,000.00		
SUBTOTAL:	\$ 399,300.00		
CAPITAL RESERVES:			
Reserve for Comm. Ctr. Landscape Improv.	\$ 2,500.00		
Reserves for Ball Field Improvements	\$ -		
Reserve for Community Ctr. Improvements	\$ 2,500.00		
Library Reserve	\$ -		
Skate Park Reserve	\$ 100,000.00		
TOTAL CAPITAL RESERVES:	\$ 105,000.00		
TOTAL EXPENDITURES & RESERVES:	\$ 504,300.00		

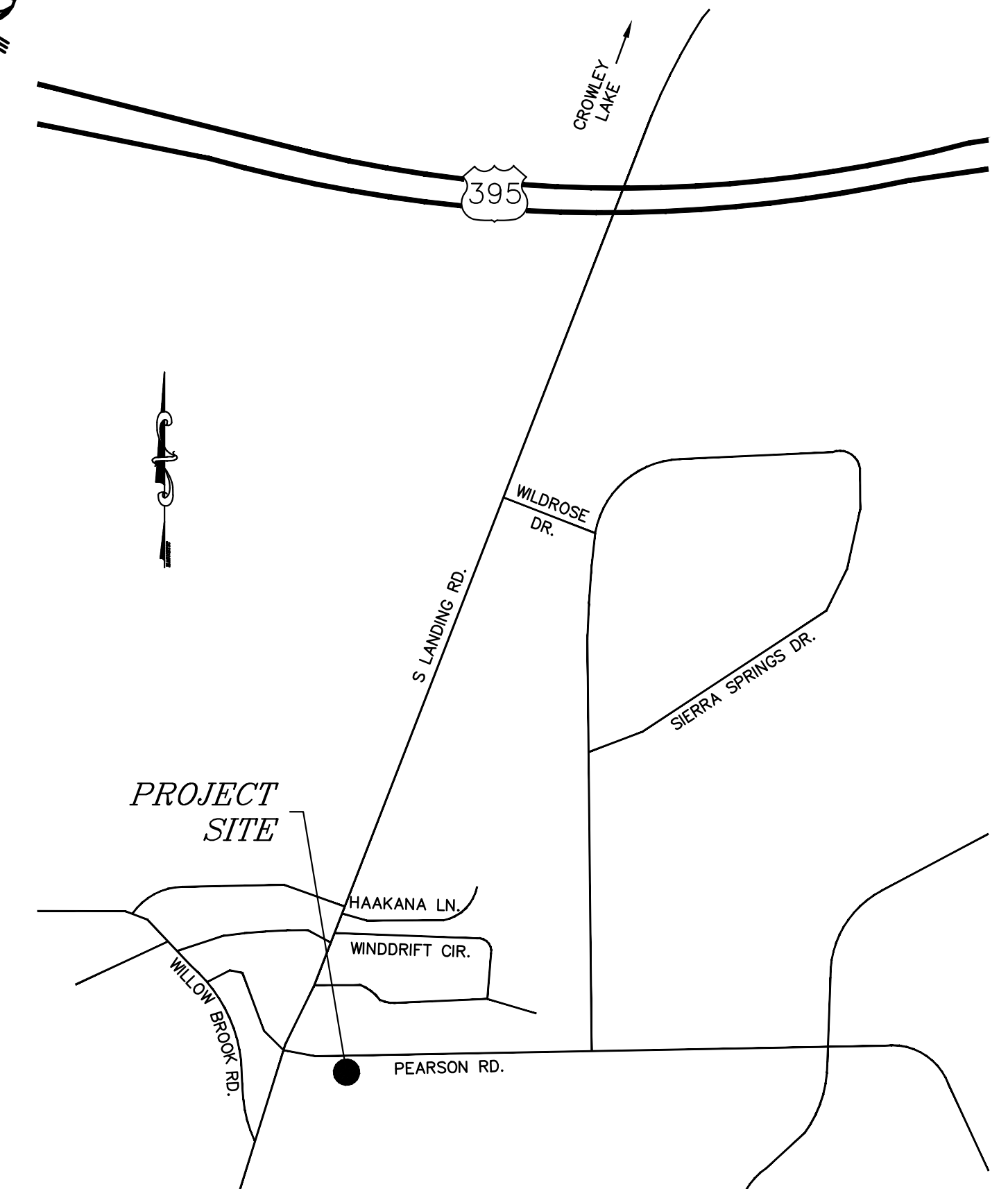
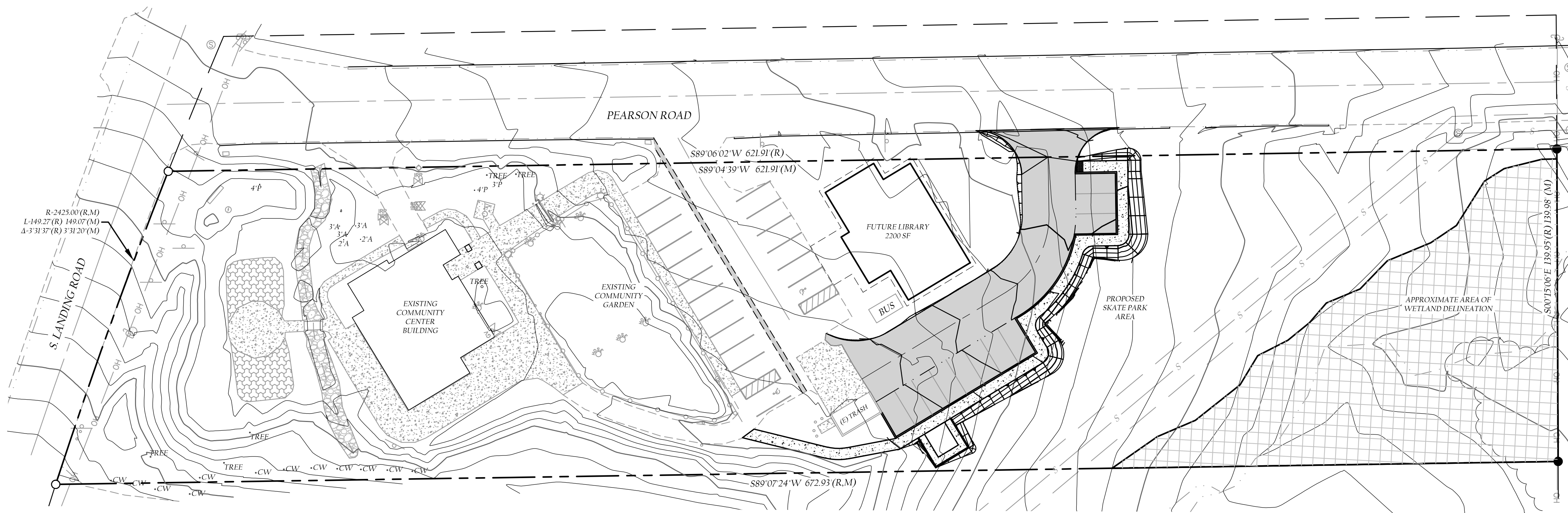
INDEX TO SHEETS

SHEET C1 - TITLE SHEET

SHEET C2 - GRADING AND DRAINAGE PLAN

CROWLEY LAKE COMMUNITY CENTER

SKATE PARK PAVING AND SIDEWALK IMPROVEMENT PLANS



VICINITY MAP
N.T.S.

GRADING AND SITEWORK SPECIFICATIONS

GENERAL:

- CONTRACTOR SHALL PERFORM PROJECT ACTIVITIES IN CONFORMANCE WITH MONO COUNTY ORDINANCES AND STANDARDS AND THE CONDITIONS OF APPROVAL OF APPLICABLE GRADING AND ENCROACHMENT PERMITS ISSUED BY MONO COUNTY DEPARTMENT OF PUBLIC WORKS. ALL WORK IN THE MONO COUNTY RIGHT-OF-WAY SHALL BE SUBJECT TO AN ENCROACHMENT PERMIT FROM MONO COUNTY DEPARTMENT OF PUBLIC WORKS.
- ALL WORK SHALL CONFORM TO THESE PLANS, SPECIFICATIONS, MONO COUNTY STANDARDS, AND THE "STANDARD SPECIFICATIONS" (2015 EDITION) ISSUED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE MOST STRINGENT SHALL PREVAIL.
- CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
- CONTRACTOR SHALL CALL USA ALERT AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE MONO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
- CONTRACTOR SHALL CONTACT THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS AT (760) 932-5440 TO ARRANGE A PRE-CONSTRUCTION MEETING AT THE PROJECT SITE AT LEAST SEVEN DAYS PRIOR TO COMMENCING SITE ACTIVITIES.
- TO REQUEST SERVICE OR INSPECTION, CONTRACTOR SHALL NOTIFY THE FOLLOWING COMPANIES OR AGENCIES AT LEAST 48 HOURS IN ADVANCE.

INSPECTION:	CONSTRUCTION STAKING:	SOILS TESTING:
DESIGNATED CONTRACT INSPECTOR	TRIAD/HOLMES ASSOC. (760) 934-7588	SIERRA GEOTECHNICAL SERVICES (760) 934-3992
- CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 8:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY). CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM, USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREVAILING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DEBRIS AND DISTURBANCE TO NEIGHBORS WITHIN 500 FEET.
- THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARIES OF THE PROJECT.
- RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMPLISHED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAVEL ROUTES AND BARRIERS WHICH PREVENT CUTTING, SCARRING AND ROOT DAMAGE TO TREES AND SHRUBS NOT BEING REMOVED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETTING ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.

GRADING:

- AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
- TOPSOIL REMOVED DURING CLEARING ACTIVITIES SHALL BE STOCKPILED WITHIN THE APPROVED LIMITS OF CONSTRUCTION FOR RE-APPLICATION TO SLOPES AND DISTURBED AREAS UPON PROJECT COMPLETION. STOCKPILE LOCATION SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), IF APPLICABLE.
- SURPLUS OR WASTE MATERIAL SHALL NOT BE PLACED IN DRAINAGE WAYS.
- CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. WATER SHALL BE APPLIED TO DISTURBED SURFACES AT A SUFFICIENT FREQUENCY AND QUANTITY FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
- CUT AND FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 2:1 UNLESS OTHERWISE NOTED ON THESE PLANS AND SUPPORTED BY A SITE-SPECIFIC SOILS REPORT OR GEOTECHNICAL INVESTIGATION.
- FINISHED GRADES IN ALL AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS. NO AREAS SHALL BE LEFT SUCH THAT A PONDING CONDITION OCCURS, UNLESS OTHERWISE SPECIFIED.
- EROSION CONTROL:
 - CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR REPORT OF WASTE DISCHARGE, AS APPLICABLE. STOCKPILED MATERIALS AND EQUIPMENT STORAGE AREAS SHALL BE LOCATED AS SPECIFIED IN THE APPROVED REPORT. TEMPORARY EROSION CONTROL FACILITIES SHALL BE IN PLACE PRIOR TO COMMENCING ANY GRADING OPERATIONS. UPON COMPLETION OF CONSTRUCTION, PERMANENT EROSION CONTROL FACILITIES SHALL BE PLACED AS DESIGNATED IN THE APPROVED REPORT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.
 - CONSTRUCTION ACTIVITIES SHALL CEASE BY OCTOBER 15 AND THE PROJECT SHALL BE PREPARED FOR WINTER CONDITIONS AT THAT TIME, INCLUDING STABILIZATION OF ALL EXPOSED SOIL SURFACES WITH ADEQUATE EROSION CONTROL MEASURES. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
 - DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMS, SILT FENCES, FIBER ROLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.

- CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
- ALL EXPOSED SOIL SURFACES TO REMAIN SHALL BE STABILIZED AND/OR RESEEDED IN ACCORDANCE WITH AN APPROVED LANDSCAPE PLAN OR AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AS APPLICABLE. IN THE EVENT NEITHER DOCUMENT IS REQUIRED BY MONO COUNTY OR THE LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD, STOCKPILED TOPSOIL SHALL BE SPREAD EVENLY TO A MINIMUM DEPTH OF 6 INCHES OVER SLOPES AND DISTURBED AREAS AND SEEDED TO PREVENT EROSION WITH THE FOLLOWING MIXTURE AND APPLICATION RATES (ENGINEER MAY MODIFY AS NECESSARY FOR SPECIFIC AREA):

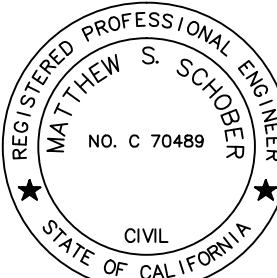
HARD FESCUE GRASS	20 LB./ACRE
LUPIN	5 LB./ACRE
CRESTED WHEAT GRASS	20 LB./ACRE
SAGEBRUSH	5 LB./ACRE
PUBESCENT WHEAT GRASS	20 LB./ACRE
- SEEDED SLOPES SHALL BE PROTECTED BY INSTALLATION OF AN EROSION CONTROL BLANKET, "NORTH AMERICAN GREEN SC150", OR APPROVED EQUAL, SECURED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBDRAIN SYSTEM.
- MATERIALS:
 - CONTRACTOR SHALL CONTACT MONO COUNTY DEPARTMENT OF PUBLIC WORKS TO SCHEDULE FIELD OBSERVATION PRIOR TO BACKFILLING ANY UTILITY TRENCH OR CULVERT AND PRIOR TO PAVING OR INSTALLATION OF CONCRETE.
 - COMPACTION TESTING SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER OR TESTING FIRM IDENTIFIED IN THESE SPECIFICATIONS ON EACH LIFT OF FILL. ALL COMPACTION TESTS REQUIRED BY THESE SPECIFICATIONS SHALL BE PERFORMED PURSUANT TO ASTM D-1557-00 (OR MOST RECENT EDITION). SHOULD ANY COMPACTION TEST FAIL TO MEET THE SPECIFIED MINIMUM DENSITY, THE DEFICIENCY SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR PRIOR TO ANY ADDITIONAL WORK.
 - SUBGRADE IN AREAS TO RECEIVE FILL SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 90% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES.
 - SUBGRADE IN AREAS TO BE PAVED SHALL BE SCARIFIED, MOISTURE-CONDITIONED, AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY FOR THE UPPER 12 INCHES.
 - STRUCTURAL FILL MATERIAL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED TO A MINIMUM OF 90% OF THE MATERIAL'S MAXIMUM DRY DENSITY (NON-STRUCTURAL FILL WILL BE COMPACTED TO A MINIMUM 85% OF THE MATERIAL'S MAXIMUM DRY DENSITY). EXISTING SLOPES OF 5:1 OR STEEPER TO RECEIVE FILL SHALL BE KEYED WITH EQUIPMENT-WIDTH BENCHES PRIOR TO COMPACTION AND FILL PLACEMENT.
 - EARTHEN MATERIAL IMPORTED OR EXCAVATED ON THE PROPERTY MAY BE UTILIZED IN THE FILL, PROVIDED THAT EACH MATERIAL HAS BEEN DETERMINED TO BE SUITABLE BY THE GEOTECHNICAL ENGINEER. ALL FILL MATERIAL SHALL BE FREE OF ROCKS GREATER THAN 4 INCHES IN DIAMETER AND ORGANIC AND OTHER DELETERIOUS MATERIAL. SOILS WITH EXPANSION POTENTIAL, OF POOR GRADATION, OR POOR STRENGTH CHARACTERISTICS SHALL BE PLACED IN AREAS DESIGNATED BY THE ENGINEER OR SHALL BE MIXED WITH OTHER SOILS TO SERVE AS SATISFACTORY FILL MATERIAL AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
 - AGGREGATE BASE SHALL BE CLASS 2, 3/4-INCH MAXIMUM GRADING, AND CONFORM TO THE PROVISIONS OF SECTION 26, "AGGREGATE BASES", OF THE CALTRANS "STANDARD SPECIFICATIONS". AGGREGATE BASE SHALL BE MOISTURE-CONDITIONED AND COMPACTED TO A MINIMUM OF 95% OF THE MATERIAL'S MAXIMUM DRY DENSITY.
 - ASPHALT CONCRETE PAVING SHALL BE GRADE PG 64-28 PM WITH 1/2" MAXIMUM MEDIUM GRADING, CONFORMING TO THE PROVISIONS OF SECTION 39, "ASPHALT CONCRETE", OF THE CALTRANS "STANDARD SPECIFICATIONS". PAVEMENT LIFTS SHALL NOT EXCEED 2.5" IN THICKNESS AND SHALL BE COMPACTED TO A MINIMUM OF 93% OF THE MATERIAL'S MAXIMUM DRY DENSITY.
 - A FOG SEAL COAT OF SS-1 OR CSS-1 ASPHALT SHALL BE APPLIED AT A RATE OF 0.05 TO 0.15 GALLONS PER SQUARE YARD TO THE FINAL SURFACE OF ALL ASPHALT CONCRETE PAVING. A TACK COAT OF SS-1 OR CSS-1 ASPHALT SHALL BE APPLIED BETWEEN PAVEMENT LIFTS AT A RATE OF 0.10 GALLONS PER SQUARE YARD. SEAL COAT AND TACK COAT MATERIALS AND APPLICATION SHALL CONFORM TO THE PROVISIONS OF SECTION 94, "ASPHALTIC EMULSIONS", OF THE CALTRANS "STANDARD SPECIFICATIONS".
 - CONCRETE SHALL BE CLASS A CONFORMING TO THE PROVISIONS OF SECTION 90, "PORTLAND CEMENT CONCRETE", OF THE CALTRANS "STANDARD SPECIFICATIONS". CONCRETE SHALL CONTAIN 4% TO 5% ENTRAINED AIR AND SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI, UNLESS OTHERWISE NOTED. REINFORCING STEEL SHALL BE DEFORMED BILLET-STEEL BARS CONFORMING TO SPECIFICATIONS OF ASTM A 615 GRADE 60.
 - CORRUGATED METAL PIPE SHALL BE 14 GAUGE AND ITS FABRICATION AND INSTALLATION SHALL CONFORM TO THE PROVISIONS OF SECTION 66, "CORRUGATED METAL PIPE", OF THE CALTRANS "STANDARD SPECIFICATIONS".
 - FABRICATION AND INSTALLATION OF CORRUGATED PLASTIC PIPE SHALL CONFORM TO THE PROVISIONS OF SECTION 64, "PLASTIC PIPE", OF THE CALTRANS "STANDARD SPECIFICATIONS".
 - FLARED END SECTIONS, DROP INLETS, AND GRATES SHALL CONFORM TO THE PROVISIONS OF SECTION 75, "MISCELLANEOUS METAL", AND SECTION 70, "MISCELLANEOUS FACILITIES", OF THE CALTRANS "STANDARD SPECIFICATIONS".
 - BACKFILL AND BEDDING MATERIAL FOR CULVERTS AND UTILITY TRENCHES SHALL COMPLY WITH PROJECT PLANS AND APPLICABLE PROVISIONS OF THE CALTRANS "STANDARD SPECIFICATIONS". SLURRY CEMENT BACKFILL SHALL CONFORM TO THE PROVISIONS OF SECTION 19-3.062, "SLURRY CEMENT BACKFILL", OF THE CALTRANS "STANDARD SPECIFICATIONS".

LEGEND

---	PROPERTY LINE
---	CENTERLINE
---	CENTER LINE OF NEW PAVING
SS	NEW SEWER LATERAL
WW	NEW WATER SERVICE
E	NEW ELECTRICAL SERVICE
[Symbol]	WETLAND DELINEATION
[Symbol]	EXISTING CONCRETE
[Symbol]	NEW CONCRETE
[Symbol]	NEW PAVED AREA
[Symbol]	EXISTING GROUND CONTOUR & ELEV.
[Symbol]	FINISHED SURFACE CONTOUR & ELEV.
[Symbol]	GRADE RATE
[Symbol]	FINISHED SURFACE ELEVATION
[Symbol]	EXISTING GROUND SPOT ELEVATION

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AP	ANGLE POINT
BC	BEGIN CURVE
CONC	CONCRETE
CY	CUBIC YARDS
EX	EXISTING
EC	END CURVE
EL	ELEVATION
FG	FINISHED GRADE
FL	FLOW LINE
FP	FINISHED PAD
FS	FINISHED SURFACE
GB	GRADE BREAK
HP	HIGH POINT
LF	LINEAL FEET
PE	POLYETHYLENE
PVC	POLYVINYL CHLORIDE
SF	SQUARE FEET
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TYP	TYPICAL



PREPARED AND SUBMITTED BY:
MATTHEW S. SCHOBER DATE:
P.E. C 70489

TITLE SHEET
CROWLEY LAKE COMMUNITY CENTER
PREPARED FOR: MONO COUNTY DEPARTMENT OF PUBLIC WORKS

triad/holmes assoc.
civil engineering
land surveying

873 north main st. suite 150
BISHOP, CA 93514
phone (760) 873-8273
fax (760) 873-8024
e-mail bsh@triac.com

777 woodside rd. suite a
REDWOOD CITY, CA 94061
phone (650) 356-0216
fax (650) 356-0508
e-mail sf@triac.com

555 chorro st. suite a
SAN LUIS OBISPO, CA 93401
phone (805) 244-8908
fax (805) 244-8932
e-mail a@triac.com

Copyright (C) 2015 by Triad/Holmes Associates. All Rights Reserved. This Document is Intended Only for Use on the Project or Site of the Title Block. Reproduction of this Document or Portions of this Document without the Express Written Consent of Triad/Holmes is Prohibited.

REVISIONS	BY

DATE: 6/29/16
SCALE: 1"=30'
DRAWN: TT
JOB NO: 1.4079
DWG: 4079grad.dwg
SHEET: C1
OF 2 SHEETS

CROWLEY LAKE COMMUNITY CENTER

SKATE PARK PAVING AND SIDEWALK GRADING AND DRAINAGE PLAN

CONSTRUCTION NOTES

- 1 CONSTRUCT 3" AC ON 4" CLASS 2 A.B.
- 2 CONSTRUCT A1-6 CURB PER CALTRANS STANDARD PLAN A87A.
- 3 CONSTRUCT SIDEWALK, 4" CONCRETE ON 4" CLASS 2 A.B.
- 4 SAWCUT REMOVE (E) AC DIKE AND PAVE TO EDGE OF (E) PAVEMENT.
- 5 CONSTRUCT CONCRETE RETAINING CURB PER DETAIL HEREON.
- 6 CONSTRUCT 4" SDR35 PVC SEWER LATERAL PER TRENCH DETAIL HEREON WITH TRACE WIRE.
- 7 CONSTRUCT 2" PE WATER LATERAL PER TRENCH DETAIL HEREON WITH TRACE WIRE.
- 8 CONSTRUCT ELECTRICAL SERVICE PER TRENCH DETAIL HEREON.
- 9 INSTALL TRUNCATED DOMES PER CALTRANS STANDARD PLAN A88A.
- 10 CONSTRUCT 3/4" PE WATER LINE PER TRENCH DETAIL HEREON WITH TRACE WIRE.
- 11 CONSTRUCT 3/4" WATER METER.
- 12 FIX (E) AC PATCH, APPROX. 24" WIDE.

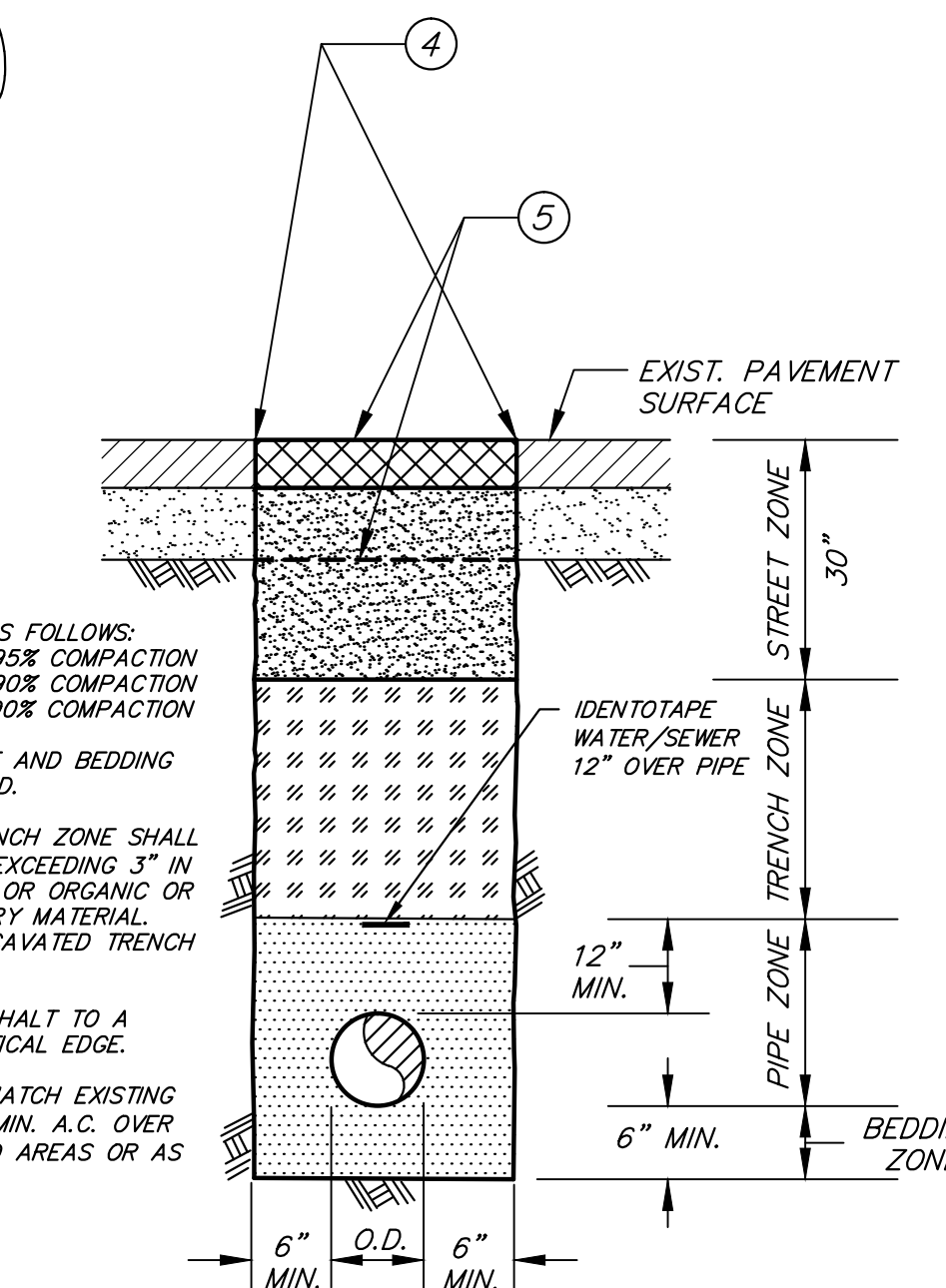
EARTHWORK QUANTITIES

CUT = 90 CY
 FILL = 140 CY
 NET = 50 CY FILL

EARTHWORK QUANTITIES ARE ESTIMATE ONLY AND DO NOT ACCOUNT FOR REMOVALS OF UNSUITABLE MATERIALS, NOR SHRINKAGE, NOR SWELL. CONTRACTOR SHALL PERFORM OWN TAKEOFF IN CONJUNCTION WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

CONSTRUCTION QUANTITIES

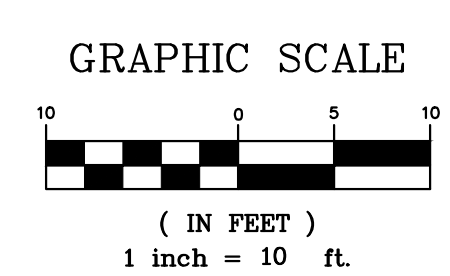
3" HMA: 6050 SF
 4" CL2 AB: 72 CY
 A1-6 CURB: 217 LF
 RETAINING CURB: 48 LF
 SIDEWALK: 1525 SF
 2" PE WATER LATERAL: 25 LF
 3/4" WATER LINE: 155 LF
 4" SDR35 PVC SEWER LATERAL: 55 LF
 ELECTRICAL SERVICE: 55 LF



NOTES

1. BACKFILL SHALL BE AS FOLLOWS:
 STREET ZONE = 90% COMPACTION
 TRENCH ZONE = 90% COMPACTION
 PIPE & BEDDING = 90% COMPACTION
2. MATERIAL IN THE PIPE AND BEDDING ZONES SHALL BE SAND.
3. MATERIAL IN THE TRENCH ZONE SHALL BE FREE OF STONES EXCEEDING 3" IN GREATEST DIMENSION, OR ORGANIC OR OTHER UNSATISFACTORY MATERIAL. BACKFILL MAY BE EXCAVATED TRENCH MATERIAL.
4. SAWCUT EXISTING ASPHALT TO A CLEAN STRAIGHT VERTICAL EDGE.
5. REPAIR, TRENCH TO MATCH EXISTING SECTION OR WITH 4" MIN. A.C. OVER 6" MIN. A.B. IN PAVED AREAS OR AS SHOWN ON PLANS.

PIPE BEDDING AND BACKFILL NTS



PREPARED AND SUBMITTED BY:
 MATTHEW S. SCHOBEL
 P.E. C 70489

DATE:
 6/29/16

GRADING AND DRAINAGE PLAN
 CROWLEY LAKE COMMUNITY CENTER
 PREPARED FOR: MONO COUNTY DEPARTMENT OF PUBLIC WORKS

trid/holmes assoc.
 civil engineering
 land surveying

873 north main st. suite 150
 BISHOP, CA 93514
 phone (760) 873-8273
 fax (760) 873-8024
 e-mail bishop@trid.com

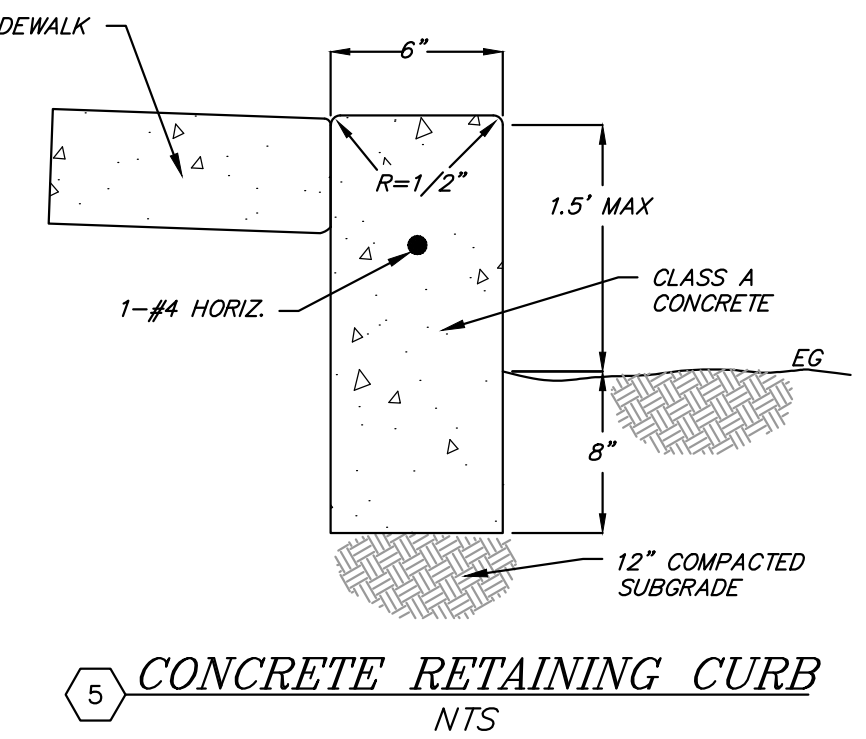
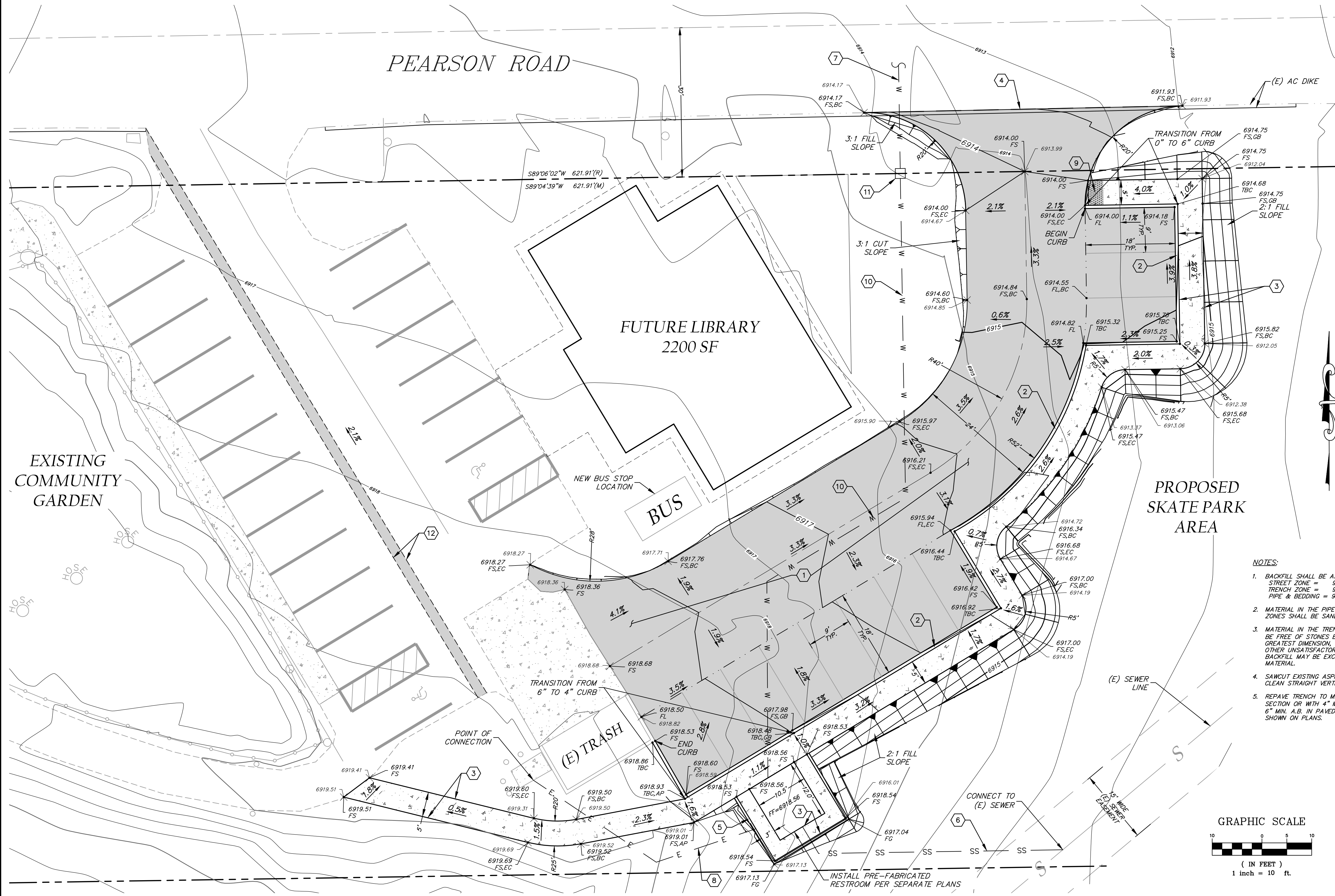
777 woodside rd. suite a
 REDWOOD CITY, CA 94061
 phone (650) 356-0216
 fax (650) 354-0206
 e-mail sf@trid.com

555 chorro st. suite a
 SAN LUIS OBISPO, CA 93401
 phone (805) 544-8908
 fax (805) 544-8932
 e-mail alo@trid.com

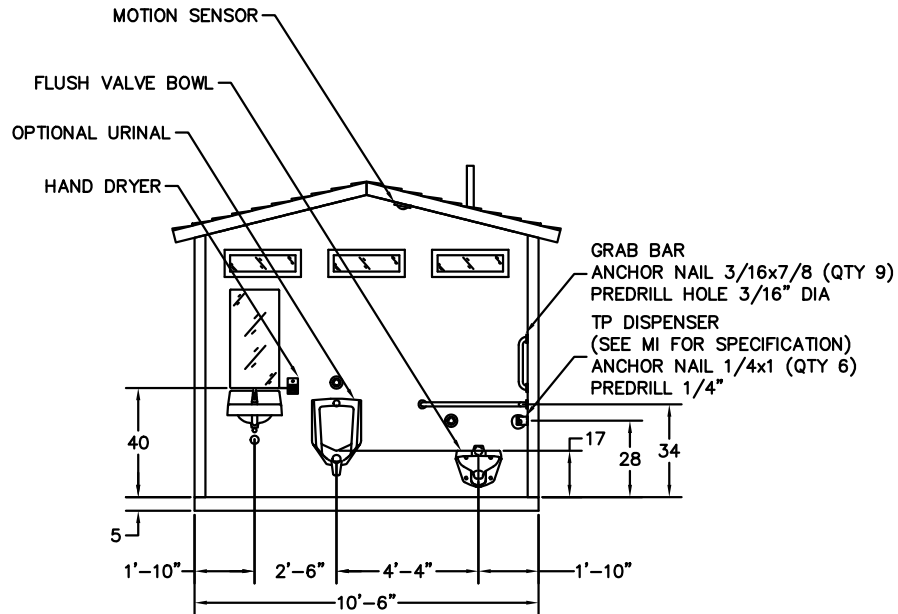
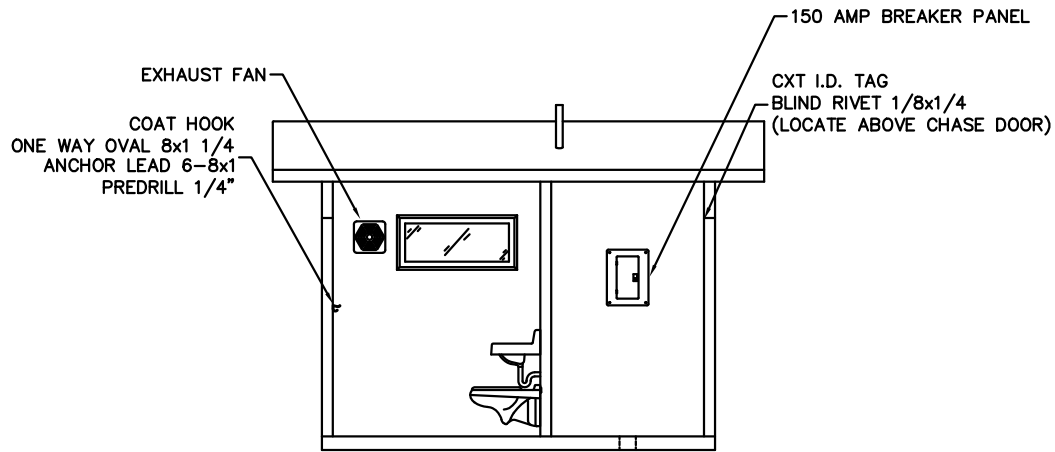
Copyright (C) 2015 by Trid/Holmes Associates. All Rights Reserved. This Document is Intended Only for Use on the Project Specified in the Title Block. Reproduction of this Document or Portions of this Document without the Express Written Consent of Trid/Holmes is Prohibited.

REVISIONS	BY

DATE: 6/29/16
 SCALE: 1"=10'
 DRAWN: TT
 JOB NO.: 1.4079
 DWG: 4079grad.dwg
 SHEET: C2 OF 2 SHEETS



user:machubar <<C2L Imparid>> K: I01 Mammoth 14079 Crowley Lake Community Center (CACA) 4079grad.dwg Jul 05, 2016, 5:18pm



EMBEDDED MATERIALS			
ITEM	QTY	ITEM	QTY
		ONE WAY OVAL 8x1 1/4	2
GRAB BAR	1	ANCHOR LEAD 6-8x1	2
TP DISPENSER	1	BLIND RIVET 1/8x1/4	2
TOILET PAPER ROLL	2-3		
COAT HOOK	1		
DOOR STOP	1		
CXT I.D. TAG	1		
ANCHOR NAIL 1/4x1	6		
ANCHOR NAIL 1/4x3/4	12		
ANCHOR NAIL 3/16x7/8	9		

CU. FT. CONC.	SG. FT. W.W.F.	APPROXIMATE WEIGHT



PROJECT TITLE
OZARK 1
CXT STANDARD BUILDING

NOTICE
The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

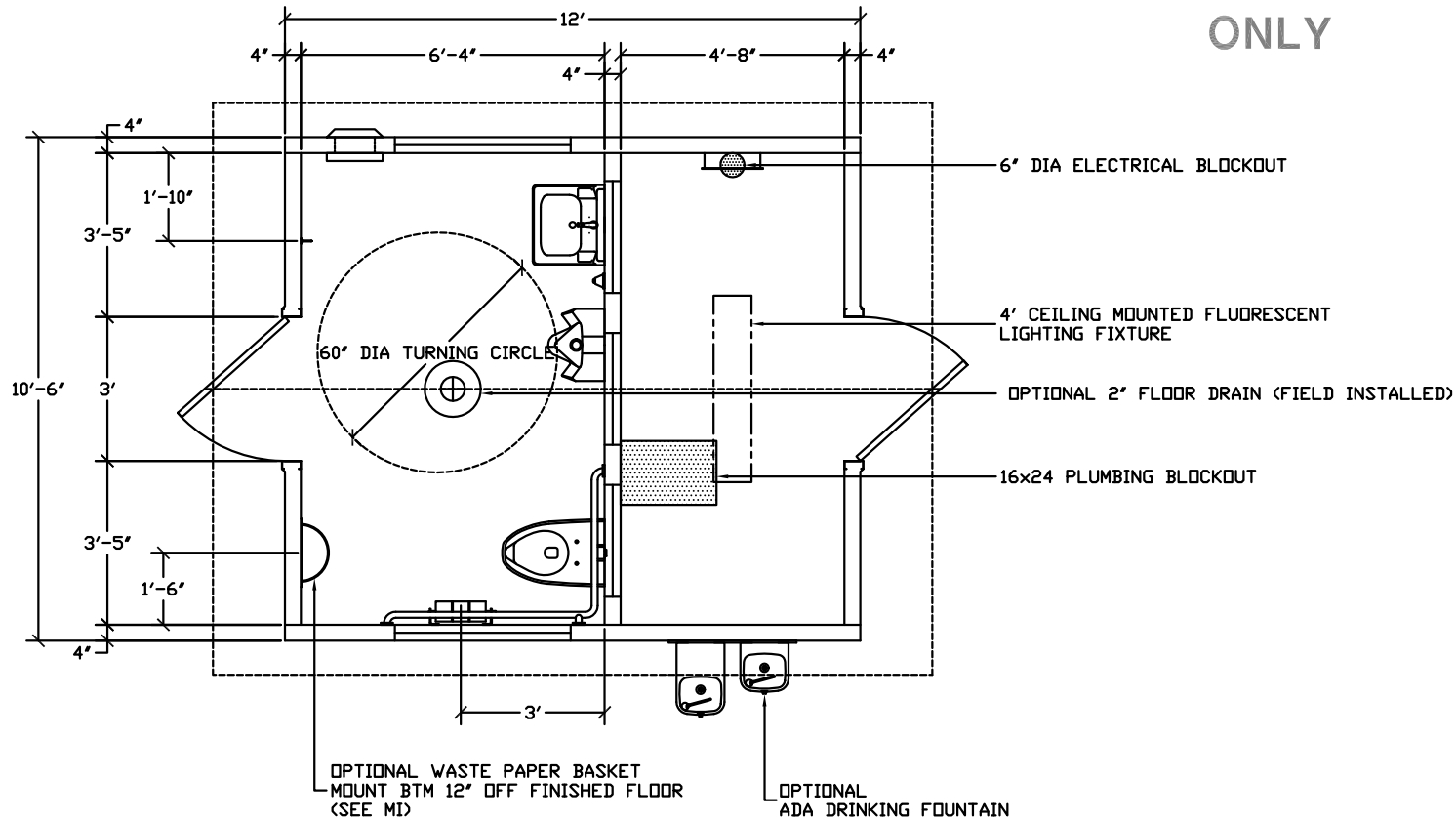
REV.	DESCRIPTION	APPROVAL	DATE

SCALE	1/4"=1'-0"	DATE	03-28-05
DRAWN		FILE NO.	PD-02103
CHECKED		PLOT	48

INTERIOR ELEVATIONS

DWG NO.	SHEET	REV.
OZ 1-03		

FOR
REFERENCE
ONLY



PROJECT TITLE
OZARK 1
CXT STANDARD BUILDING

NOTICE
The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated			

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/8"=1'-0"	DATE	03-28-05
DRAWN	FILE NO.	PD-02104	
CHECKED	PLOT	32	

FLOOR PLAN

DWG NO.	SHEET	REV.
OZ 1-04	/	



triad/holmes associates
 civil engineering
 land surveying
 mammoth lakes • bishop • redwood city
 napa • san luis obispo

**CROWLEY LAKE COMMUNITY CENTER
 ENGINEER'S COST ESTIMATE
 SKATE PARK PAVING AND SIDEWALK**

<u>ITEM</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>TOTAL</u>
MOBILIZATION	\$10,000	1	\$10,000
BUS STOP RELOCATION	\$2,000	1	\$2,000
EROSION CONTROL	\$1,500	1	\$1,500
GRADING			
Excavation & Embankment	\$25.00/CY	90	\$2,250
Import & Embankment	\$30.00/CY	50	\$1,500
		TOTAL	\$3,750
ASPHALT PAVING			
3" HMA	\$3.00/SF	6050	\$18,150
4" CL2 AB	\$60.00/CY	75	\$4,500
		TOTAL	\$22,650
CONCRETE			
4" sidewalk on 4" CL2 AB	\$10.00/SF	1525	\$15,250
A1-6 Curb	\$30.00/LF	217	\$6,510
Retaining Curb	\$40.00/LF	48	\$1,920
		TOTAL	\$23,680
UTILITIES			
2" Water Tap	\$1,500	1	\$1,500
3/4" Water Meter	\$1,000	1	\$1,000
3/4" Water Line	\$60.00/LF	155	\$9,300
4" SS Line	\$80.00/LF	55	\$4,400
Electrical Service Line	\$50.00/LF	55	\$2,750
Sewer Connection Fee	\$6,000	1	\$6,000
		TOTAL	\$24,950
RESTROOM	\$ 47,000	1	\$47,000
SUBTOTAL			\$135,530
CONTINGENCIES (10%)			\$13,553
CONSTRUCTION ADMINISTRATION (10%)			\$13,553
TOTAL			\$162,636

Does not include any costs associated with the construction of the future library or utility services for that building.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 19, 2016

Departments: Public Works, Solid Waste Division

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

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Flow Agreement with the Town of Mammoth Lakes

AGENDA DESCRIPTION:

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

Proposed Flow Agreement with the Town of Mammoth Lakes.

RECOMMENDED ACTION:

Approve County entry into proposed Flow Agreement with the Town of Mammoth Lakes and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The agreement ensures continued tipping fee revenue for disposal of waste received from the Town of Mammoth Lakes Franchise Hauler. Currently, this revenue is approximately \$1 million per year.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Flow Agreement](#)

History

Time	Who	Approval
7/14/2016 3:51 PM	County Administrative Office	Yes
7/12/2016 5:46 PM	County Counsel	Yes
7/12/2016 2:42 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

Date: July 19, 2016
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Proposed Flow Agreement with the Town of Mammoth Lakes

Recommended Action: Approve entry into proposed Flow Agreement with the Town of Mammoth Lakes.

Fiscal Impact: The agreement ensures continued tipping fee revenue for disposal of waste received from the Town of Mammoth Lakes Franchise Hauler. Currently, this revenue is approximately \$1 million per year.

Discussion:

County staff has been pursuing a flow agreement with the Town of Mammoth Lakes for several years. The agreement is necessary because the Benton Crossing Landfill is nearing closure, and in order to effectively plan for closure, accurate projections of waste must be made.

The proposed agreement will provide the County with increased certainty regarding the amount of waste that will be received at Benton Crossing Landfill over the next five years. Although the agreement does not provide complete certainty, it provides significantly more certainty than the County now has, and will allow for the Final Closure Planning process to begin.

Various iterations of this agreement and the critical deal points have been discussed among staff since 2014. The agreement does not include language regarding environmental indemnification, which is expected to be handled separately through the Parcel Fee Agreement with the Town.

County Benefits

The County's primary benefit from this agreement is certainty that the Town of Mammoth Lakes will continue to send its waste (for disposal) to the Benton Crossing Landfill. This waste will provide tipping fee revenue necessary for landfill closure costs, as well as allow for the accurate projection of waste.

The agreement does not provide complete certainty, as the Town retains the right to implement additional diversion programs which could significantly reduce the amount of waste received for disposal. In that event, the County has the right to increase tipping fees, reduce hours, reduce the parcel fee reimbursement to the Town, or some combination of the three.

Town Benefits

This agreement provides two significant financial benefits to the Town. First, the Agreement will freeze tipping fees, which addresses a longstanding Town issue of rising tipping fees. The agreement also provides revenue for the Town by returning to the Town a portion of the Parcel Fees collected from within the Town.

The agreement will also ensure the continuation of landfill diversion activities that comprise the largest (by tonnage) diversions of Town waste than any other diversion activities in place.

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

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent

Attachments: Proposed Flow Agreement with the Town of Mammoth Lakes

SOLID WASTE FLOW CONTROL AGREEMENT

This Solid Waste Flow Control Agreement (“**Agreement**”) is made and entered into on this ____ day of _____, 2016, by and between Mono County, California (“**County**”), a political subdivision of the State of California, and the Town of Mammoth Lakes (“**Town**”), a municipality. County and Town are referred to individually herein as “**Party**” or collectively as “**Parties.**” The Parties agree as follows:

1. RECITALS.

- 1.1 The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") and related legislation, has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions.
- 1.2 Pursuant to AB 939 and other authority, County operates the Benton Crossing Landfill (“**Landfill**”) on land leased from the Los Angeles Department of Water & Power. The Landfill’s current design is based on a closure date of January 1, 2023.
- 1.3 Solid waste generated within Town limits has been disposed of in the Landfill continuously since the Town’s incorporation in 1984, and by the County prior to incorporation, since 1972 or earlier. Solid waste generated within unincorporated County territory has been disposed of in the Landfill continuously since 1972 or earlier.
- 1.4 Prior to closing the Landfill, a final closure plan must be prepared that includes an accurate projection of the volume and types of solid waste that will enter the Landfill. Accordingly, certainty regarding the waste stream generated within the Town is necessary to the development of an adequate closure plan.
- 1.5 The Parties have previously entered into an agreement to allow for the collection within Town limits of a Solid Waste Fee (“**Parcel Fee**”) to fund solid waste-related infrastructure and operations, including landfill operations, transfer station operations, administrative costs, landfill closure costs, landfill post-closure costs, environmental monitoring, solid waste diversion programs, and household hazardous waste management.
- 1.6 The Town has, in the exercise of its police power and powers under state law, entered into a franchise agreement with a private waste hauler for the collection and disposal of municipal solid waste generated within Town limits, which authorizes the Town to direct where such waste will be disposed of, subject to any

limits established by applicable law and subject to the rights of waste generators to self-haul such waste.

- 1.7 The Town has determined that execution of this Agreement to direct the flow of waste generated within the Town to the Landfill will serve the public health, safety, and welfare of the Town and its residents by ensuring the availability of facilities for solid waste disposal, certainty as to the fees for such disposal, and the sound environmental management of those facilities.
- 1.8 The County has determined that execution of this Agreement will serve the public health, safety, and welfare of County by providing a stable and reliable supply of solid waste for disposal, and that the resulting revenue stream will help fund the cost of operating and maintaining the landfill and related facilities, and will provide revenue for landfill closure.
- 1.9 Nothing in this Agreement is intended to prohibit Town, its solid waste hauler franchisee, waste generators, or the County from implementing waste reduction, recycling or diversion programs.
- 1.10 Defined words in this Agreement have the meanings given in the Glossary in Article 11, whether they are capitalized or not (for ease of reading).

2. **TERM OF AGREEMENT.**

- 2.1 **Expiration Date.** This Agreement shall expire on December 31, 2021, unless terminated sooner as provided herein.
- 2.2 **Extension.** The Parties may at any time agree in writing to extend the term of this Agreement through the closure date of the Landfill, or any other mutually agreeable date.

3. **TOWN'S DUTIES AND RESPONSIBILITIES.**

- 3.1 **Waste Delivery.** To the extent it has the authority to do so under state and federal decisional, regulatory or statutory law, and to the extent the Landfill has the legal authority and capacity to dispose of solid waste, Town shall deliver, or cause to be delivered, all waste, other than recyclable waste and food waste, collected within the Town limits to the Landfill, and to pay, or cause its franchisee to pay, the associated tipping fees. Town or its solid waste franchisee may deliver food waste and recyclable waste to the Landfill.

Default. The Parties anticipate the franchisee will meet its obligations under its franchise agreement to deliver solid waste to the Landfill and pay fees therefor. However, the franchisee's failure to meet such obligations shall constitute a breach of or default under this Agreement by Town. Town will pursue all available means under the franchise agreement to cause its franchisee to deliver

solid waste to the Landfill. To the extent permitted in the franchise agreement, Town shall authorize County to take action to enforce the provisions of the franchise agreement requiring the franchisee to deliver solid waste to the Landfill.

- 3.2 **Waste Diversion.** The Parties acknowledge Town's responsibility for meeting the recycling and landfill diversion goals contained in applicable law and regulations, as such law and regulations may be amended from time to time. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of Town to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the Town to practice source separation, recycling, composting or other materials recovery activities, or to restrict Town's right to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of solid waste generated in Mammoth Lakes and delivered to the landfill by or on behalf of Town which may result from any such source separation or recycling program shall cause Town any liability other than under Section 6.4, and shall not constitute a breach of this Agreement.
- 3.3 **Town Default.** Town's failure to deliver, or cause its franchisee to deliver, waste to the Landfill for a period of seven consecutive days or an aggregate of 15 days per calendar year, is a default under this Agreement *unless* caused by uncontrollable circumstances.

4. COUNTY'S DUTIES AND RESPONSIBILITIES.

- 4.1 **Waste Disposal Services.** County shall provide Town with waste disposal services defined in the Glossary and as set forth herein. If County identifies materials that are not waste as defined in the Glossary, then the County shall remove and dispose of those materials, and shall charge the fees set forth in Exhibit "A" for doing so. County shall exercise all reasonable efforts to minimize the costs incurred in complying with its responsibilities for managing and operating the Landfill, in compliance with applicable law and best practices for solid waste management and environmental considerations.
- 4.2 **Suspension of Service.** County shall notify by telephone an individual identified by Town, and Town's solid waste franchisee, as soon as possible, if the County entirely or partially cannot accept waste delivered by the Town, due to Landfill closure or other reason and provide information on the nature and anticipated duration of the Landfill closure. County shall confirm its notice in writing (which may include email) within 24 hours of that telephone call. County shall use reasonable business efforts to resume accepting waste delivered by the Town or provide substitute waste disposal services. Town shall not be in breach of its obligations hereunder to the extent that solid waste generated within Town limits is disposed of elsewhere during any inability of the Landfill to accept such waste.

- 4.3 **County Default.** County's failure to accept waste, whether for disposal at the Landfill or other facility, for a period of seven consecutive days or an aggregate of 15 days per calendar year (excluding days when the Landfill is regularly closed), is a default under this Agreement *unless* caused by uncontrollable circumstance.
- 4.4 **Receiving Hours.** County shall keep the Landfill open for receiving waste during such regular operating hours as County may establish, provided that County shall use reasonable business efforts to maintain throughout the term of this Agreement the following operating hours:
- October 1 – April 30
Monday – Friday 8:00 am – 4:00 pm
Saturday 8:00 am – 12:00 pm
County Holidays 8:00 am – 12:00 pm
- May 1 – September 30
Monday – Friday 8:30 am – 4:30 pm
Saturday 8:30 am – 12:30 pm
County Holidays 8:00 am – 12:00 pm
- 4.5 **Weighing.** County shall operate and maintain permanent scales at the Landfill. County shall weigh all waste delivered under this Agreement or delivered by Town directly or waste generated within Town limits and delivered by self-haulers or contractors. If permanent scales are not available (for example, during repair or maintenance) then County shall weigh waste on temporary scales or estimate tonnage based on volume in the same manner that it estimates tonnage at other County Solid Waste Facilities without scales.
- 4.6 **Compliance with Law.** County shall operate the Landfill in compliance with applicable law and regulations.
- 4.7 **Insurance.** County shall maintain pollution liability insurance for the Landfill covering all of County's operations to include offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$10 million per occurrence/\$10 million aggregate. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. County shall obtain an endorsement naming the Town, its officials, employees, and agents, as "Additional Insured" on the policy, and shall obtain an endorsement making County's insurance primary and acknowledging that any insurance maintained by Town shall not contribute with County's insurance. County,

concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with Town. If such coverage is cancelled or reduced, County shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. County's policy of insurance shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If County maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by County. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

4.8 **Financial Assurances.** County shall maintain financial assurances for post-closure and corrective action of the Landfill as required by applicable law.

4.9 **Recycling Programs.** County shall use reasonable business efforts to maintain the following programs that provide for disposal of universal wastes under law, if not recycled, and help Town achieve diversion goals established by the State of California using reasonable business efforts to either or both process and recycle the following materials:

- Metals
- Appliances
- CRTs
- E-Waste
- Universal waste
- Construction and demolition wood waste
- Other materials identified as recyclable by the State of California
- Aggregate material
- Clean wood and organic waste
- Treated wood waste
- Tires
- Carpet
- Re-usable items, as determined by the County

- 4.10 **HHW Programs.** County shall use reasonable business efforts to maintain the program for disposal of household hazardous waste that is in existence as of the effective date of this Agreement.
- 4.12 **Food Waste Programs.** County shall help the Town plan food waste diversion programs, such as composting, and/or through other conversion technology.
- 4.13 **Diversion Accounting.** County shall maintain accounting systems that accurately report diversion credit for Town, which may be substantially similar to records kept as of the date of this Agreement.
- 4.14 **Deposits in Special Fund.** All revenues received by County from the acceptance of solid waste at the Landfill, or otherwise from Landfill operations, shall be deposited by County in a separate fund (the Solid Waste Enterprise Fund), and shall not be commingled with other County enterprises, accounts or funds.
- 4.15 **Annual Report.** County shall annually prepare or cause to be prepared and have on file for inspection by Town an annual report for the Landfill for the preceding year, accompanied by a certificate of an independent public accountant or of the County Auditor/Controller describing the financial statements therein as fairly presenting the information they contain in conformity with generally accepted accounting principles.
- 4.16 **Parcel Fees.** County shall annually remit to Town a portion of the revenue from the Parcel Fees that are generated from within the Town limits to use for any purpose consistent with the purpose for which the Parcel Fee is imposed, as follows:

Fiscal year 2016-2017:	5% of the Parcel Fee revenue
Fiscal year 2017-2018:	10% of the Parcel Fee revenue
Fiscal year 2018-2019:	15% of the Parcel Fee revenue
Fiscal year 2019-2020:	20% of the Parcel Fee revenue
Fiscal year 2020-2021:	25% of the Parcel Fee revenue

Such remittance shall occur on or before September 1 of the following fiscal year, and shall include any adjustments pursuant to Section 6.4.

5. **JOINT DUTIES AND RESPONSIBILITIES.**

- 5.1 **Liaison Meetings.** Parties shall hold and attend the Town/County Liaison meetings at the same or similar times and in the same or similar manner done as of the date of this Agreement. They shall discuss significant solid waste collection and disposal issues, particularly those which affect either Party's use of the Landfill.

6. **FEES.**

6.1 **Tipping Fees.** The tipping fees that the County charges for providing solid waste disposal services at the Landfill are initially set forth in Exhibit “A”, attached hereto and incorporated by reference. County may not increase, recalculate, or restructure such fees except as provided herein for unanticipated costs and challenges to the Parcel Fee.

Limited Liability and Default. The obligation to pay tipping fees rests solely with Town’s solid waste franchisee and with individuals self-hauling waste to the Landfill. The Town shall not be financially responsible for any delay or failure by the franchisee or any person to timely make payment for solid waste accepted at the landfill, and County shall have no recourse to Town funds or credit for the payment of any amount due to County hereunder. However, the franchisee’s failure to pay tipping fees is a default under this Agreement as described in Section 3.1.

6.2. **Limited Increases.**

Unanticipated Costs. County may increase tipping fees in Exhibit “A” to pay for unanticipated landfill operating costs once during the term of this Agreement. Such an increase must be supported by financial records demonstrating related increases in cost, and the nexus between those costs and landfill operations, and shall be provided to Town not less than 60 days in advance of the proposed effective date of any tipping fee increase. If either party disputes the increase and the parties do not reach a resolution within 90 days, parties will submit to mediation paid for from the Solid Waste Enterprise Fund. Should mediation fail, the parties may terminate this Agreement or submit to binding arbitration if mutually agreed upon between the Parties, or exercise such other remedies as are provided by law. Any rate adjustment granted to recover one-time costs shall expire, and the rates returned to the previous amounts, upon the recovery of such one-time costs. No such fee increase shall exceed the lower of:

- (1) 5%, or
- (2) the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection (“CPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the period between the effective date of this Agreement and the fee increase.

Challenges to Parcel Fees. The County may increase tipping fees in order to reimburse either or both the Town and County for legal fees regarding any challenges to the Parcel Fee, as described in paragraph 13 of the “Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Years 2015-2016 through Fiscal Year 2019-2020” (“**Parcel Fee Agreement**”).

6.3 **Tonnage.**

Minimum. If less than 10,500 tons of waste is delivered to the Landfill by the Town's Franchisee for disposal under this Agreement in any calendar year, for any cause other than County's refusal to accept waste pursuant to Section 4.2, and such reduction in waste delivered by the Town's Franchisee causes the total tonnage received at the Landfill from all sources for that calendar year to be below the minimum amount relied upon by the County in developing its closure plan, the County may take one of the following actions:

1. Increase tipping fees to ensure reimbursement and continued generation of revenue equal to 10,500 tons at existing tipping fees.
2. Reduce services and/or hours of operation at the landfill in order to reduce expenses by the amount of the revenue shortfall.
3. Provided that the County has considered in good faith implementing a tipping fee increase and reduction in services and/or hours of operation and has concluded that such measures are impractical or inadequate, reduce the Parcel Fee reimbursement in Section 4.16 to the extent necessary to provide direct compensation for the revenue loss caused by the difference between 10,500 tons and the tonnage actually delivered from within Town limits.
4. Any combination of the above that alleviates the revenue shortfall caused by the drop in disposal tonnage.

Excess. If more than 17,000 tons of waste is delivered to the Landfill for disposal under this Agreement in any single calendar year, the County shall remit to Town an additional 10% of Parcel Fee reimbursement in Section 4.16.

7. **BREACH, ENFORCEMENT AND TERMINATION.**

7.1 **Remedies.** If either Party breaches any obligation under this Agreement, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus, and specific performance) that it may have to enforce the performance of any obligations to be performed hereunder.

7.2 **No Waiver.** No action of Town or County pursuant to this Agreement, and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers or remedies.

7.3 **County Termination.**

County may terminate this Agreement without penalty upon not less than 180 days' notice to Town in any or all of the following events:

- (1) a regulatory agency or the owner of the land underlying the landfill requires the County to stop receiving waste at the landfill prior to January 1, 2023;
- (2) the landfill reaches the its permitted capacity prior to January 1, 2023;
- (3) Town breaches any of its obligations under this Agreement and does not cure its breach within 30 days following Town's receipt of written notice from County describing the alleged breach, or
- (4) Town's franchisee ceases to deliver waste to the Landfill for more than 15 consecutive days or 30 days in any calendar year.

7.4 **Town Termination.** Town may terminate this Agreement without penalty upon not less than 180 days' notice to County in any or all of the following events:

- (1) the provision in the Town's agreement with its franchisee regarding delivery of waste to the Landfill is declared illegal, invalid or unenforceable; and law prohibits Town from directing a third party to deliver its waste to the Landfill;
- (2) County breaches any of its obligations under this Agreement and does not cure its breach within 30 days following receipt by County of written notice from Town describing the alleged breach,
- (3) County defaults under Section 4.3 with respect to providing waste disposal services unless due to uncontrollable circumstances.

8. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.**

8.1 **By County.** County shall defend, indemnify, and hold harmless Town, 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 or in any way connected to County's waste disposal services at the Landfill, but excluding environmental liabilities, as defined in the glossary ("**County Liabilities**"). Environmental liabilities will be addressed separately by the Parties within the Parcel Fee Agreement. County's obligation to defend, indemnify, and hold Town, 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, except as arising from or connected to environmental liabilities and extends to claims, damages, losses, liabilities, expenses, or other costs that are caused in whole or in part by any act or omission of the County, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The provisions of this paragraph are not limited to, or restricted by, any requirement in this Agreement for County to procure and maintain a policy of insurance.

8.2 **By Town.** Town 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 or in any way connected to the delivery of waste to the Landfill under this Agreement, but excluding environmental liabilities ("**Town Liabilities**"), except to the extent the Town Liabilities are caused, contributed to, or exacerbated by County's acts or omissions. Town's obligation to defend, indemnify, and hold 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, except to the extent arising from or connected to environmental liabilities, extends to claims, damages, losses, liabilities, expenses, or other costs that are caused in whole or in part by any act or omission of the Town, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. **REVIEW OF BOOKS AND RECORDS.**

9.1 **Records.** County shall maintain books and records reflecting the date and amount of solid waste derived from within Town limits that is accepted at the Landfill, County's cost of disposing of such waste at the Landfill, and County's costs to operate the Landfill, either with its own forces or with a contractor.

9.2 **Review.** Each party to this Agreement may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Landfill to the extent allowed under the California Public Records Act, treating both parties hereto as natural persons for purposes of the Public Records Act.

10. **GENERAL TERMS AND CONDITIONS.**

10.1 **Superseding Agreement.** This Agreement represents the complete agreement between Town and County regarding the subject matter hereof, and supersedes all prior written or verbal understandings and agreements. This Agreement may be amended or terminated only by a writing signed by authorized representatives of both Parties.

10.2 **No Agency, etc.** Nothing in this Agreement shall be deemed to make either party a partner, agent, or legal representative of the other party or to create any fiduciary relationship between the Parties.

10.3 **Further actions.** At any and all times Town and County shall, to the extent authorized by law, pass, make, do, execute, acknowledge and deliver any and every such further resolution, act, deed, instrument and assurance as may be necessary or reasonably requested by the other party to give full effect to this Agreement.

- 10.4 **Successors.** This Agreement shall bind and inure to the benefit of the parties hereto and any successor in interest.
- 10.5 **Notices.** Any notice required under this Agreement, such as notice of breach, shall be in writing, unless otherwise provided herein. It shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the parties' respective addresses set forth below. Changes to such addresses may be made from time to time by either party by notice to the other party.

TOWN OF MAMMOTH LAKES
P.O. Box 1609
Mammoth Lakes, CA 93546

Attn: Town Manager

Phone: 760-965-3600

Email: dholler@townofmammothlakes.ca.gov

COUNTY OF MONO

P.O. Box 457

Bridgeport, CA 93517

Attn: Solid Waste Superintendent

Phone: (760) 932-5440

Email: tdublino@mono.ca.gov

Communications regarding routine waste disposal services or delivery of waste may be oral.

- 10.6 **Attorney's Fees, Costs.** The prevailing party in any action to interpret or enforce this Agreement shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.
- 10.7 **Venue.** Any action to interpret or enforce this Agreement shall be brought and maintained in the Mono County Superior Court, or, if jurisdiction lies in federal court, in the federal court for the Eastern District of California.
- 10.8 **Severability.** If any portion of this Agreement (except the following) is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. Exceptions are:
- (1) the Landfill can no longer accept wastes for disposal under law;
 - (2) the provision in the Town's agreement with its franchisee regarding delivery of waste to the Landfill is declared illegal, invalid or unenforceable.
- 10.9 **Waivers.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 10.10 **Construction of Agreement.**

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

Any term referencing time, days or period for performance shall be deemed calendar days and not work days.

The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

References to Sections mean Sections in this Agreement, unless otherwise explicitly stated.

10.11 **Counterparts.** The Parties may sign any number of original counterparts of this Agreement. Counterparts constitute one and the same Agreement.

11. GLOSSARY

Defined Term	Meaning
Franchisee	the solid waste hauler that collects waste within the Town limits on behalf of the Town, such as a franchisee under a waste franchise agreement.
Household Hazardous Waste	any Unpermitted Waste generated in small quantities at Residential premises, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, under Section 25218.1 of the California Health and Safety Code.
Environmental liabilities	claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees arising out of or in any way connected to environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs
including	“Including without limitation”, “including but not limited to”
law	any or all of the following enacted, adopted, promulgated, issued, ruled, ordered, determined or otherwise made by any regulatory authority with respect to the Parties’ obligations under this Agreement: (1) laws, statutes, (2) rules, regulations,

	<p>(3) guidelines, policies, (4) licenses, permits, (5) actions, determinations, judgments, orders, or other requirements. including their future amendments, supplements, restatements, recodifications or replacements.</p>
Parcel Fee	<p>the Solid Waste Fee Program, as adopted most recently by Board Resolution 15-34 and authorized by the Solid Waste Fee Agreement with the Town of Mammoth Lakes for fiscal years 2015-2016 through Fiscal Year 2019-2020. (also referred to as “Solid Waste Fee” or “Solid Waste Parcel Fee”)</p>
recyclable waste	<p>materials that are commonly collected in recycling programs in California for the purpose of reprocessing or remanufacturing, including:</p> <ul style="list-style-type: none"> • Newspaper, including inserts, coupons, and store advertisements; • corrugated cardboard; • mixed paper including office paper, computer paper, magazines, junk mail, catalogs, kraft bags, paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes, tissue boxes, paper tubes, and wrapping paper; • glass containers, including brown, clear, and green glass bottles and jars; • aluminum, including beverage containers, foil, and food containers; • milk and juice cartons and jugs; • steel or tin cans; • small scrap metal, including metal coat hangers; • plastic jugs, bottles, and containers including resins #1 through #7, and • green waste: organic waste generated from any landscape, including grass clippings, leaves, prunings, tree trimmings, weeds, branches and brush.
regulatory authority	<p>Any federal, state or local governmental unit (whether a separate entity or a department or division) that does any or all of the following that promulgate or enforce law with respect to waste disposal services, this Agreement or landfill operations. Examples include: environmental protection: AQMD, water board, labor: EDD, U.S. Immigration and Naturalization Services, federal and state departments of labor,</p>

	enforcement: CalRecycle and the County’s Local Enforcement Agency.
Solid Waste Fee or Solid Waste Parcel Fee	See “Parcel Fee”
tipping fees	charges specified in Exhibit “A” of this Agreement, as may be increased under this Agreement.
uncontrollable circumstance	any of the following events (1) riots, war or emergency affecting the county declared by the President of the United States or Congress of the United States, the Governor of California, or the board of supervisors; (2) sabotage, civil disturbance, insurrection, explosion; (3) natural disasters such as floods, earthquakes, landslides, avalanches, and fires; (4) other catastrophic events which are beyond the reasonable control of County despite County's exercise of reasonable efforts; or (5) Actions of the property landowner that may impact current landfill operations.
waste	materials that can be disposed of in the landfill under its solid waste facility permit
Waste disposal services	accepting and disposing of waste delivered by the Town (or its franchisee) during landfill operating hours described in Section 4.4, in amounts up to the landfill's daily permitted capacity.

COUNTY OF MONO

TOWN OF MAMMOTH LAKES

By: _____
Chair of the Board of Supervisors

By: _____
Town Manager

Approved as to form:

Approved as to form:

County Counsel

Town Attorney

Approved by Risk Management:

Approved by Risk Management:

Town Risk Manager

County Risk Manager

EXHIBIT "A"**TIPPING FEES FOR ACCEPTANCE OF WASTE
AT BENTON CROSSING LANDFILL**

Minimum Gate Fee:	\$5.00 per load
Mixed Household and Commercial Waste.....	\$74.00 per ton
Construction and Demolition (C&D) Waste.....	\$74.00 per ton
Recyclable Building C&D Debris.....	\$17.25 per ton
Treated Wood Waste (pressure treated, creosote treated, railroad ties)	\$74.00 per ton
Clean loads of gravel, soil, sod or asphalt grindings	\$5.00 per load
Clean loads of small inert (asphalt, concrete, ceramics, brick, block, pavers)	\$11.00 per ton
Mixed inert debris or loads of large concrete / asphalt	\$33.00 per ton
Organics	\$5.00 per load
Clean Wood	\$17.25 per ton
Tree Trunks and Stumps.....	\$74.00 per ton
Cathode Ray Tubes	\$5.50 ea. + \$17.25 per ton
Carpet and Carpet Pad	\$5.00 per load
Passenger car / truck tires	\$5.50 ea. + \$17.25 per ton
Oversized tires and tractor tires	\$65.75 ea. + \$17.25 per ton
Additional surcharge for any tire still on the rim	\$5.50 ea. + \$17.25 per ton
Scrap Metal	\$17.25 per ton
Auto Bodies	\$16.50 ea. + \$17.25 per ton
Refrigerated Appliances	\$24.75 ea. + \$17.25 per ton
Non-Refrigerated Appliances ²	\$11.50 ea. + \$17.25 per ton
Small Animal Carcass– weighing less than 50 lbs.	\$5.00 each
Medium Animal Carcass– weighing between 50-200 lbs.	\$10.00 each
Large – weighing over 200 lbs.	\$25.00 each
Mobile homes, house trailers, and campers	\$74.00 per ton
Boats and personal watercraft	\$74.00 per ton
Special Handling Items.	
Base Rate	\$74.00 per ton
Additional charge for each half hour required to process the load.	\$20.00 per ½-hr