



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting November 6, 2018

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Proclamation Recognizing the Honorable Stan Eller

Departments: Board of Supervisors

A Proclamation of the Mono County Board of Supervisors Recognizing the Honorable Stan Eller for His Years of Service to the County of Mono.

Recommended Action: Read and approve Proclamation of the Mono County Board of Supervisors Recognizing the Honorable Stan Eller for His Years of Service to the County of Mono.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. 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. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the special meeting of September 28, 2018.

Recommended Action: Approve the Board minutes for the special meeting of September 28, 2018.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of October 2, 2018.

Recommended Action: Approve the Board minutes for the regular meeting of October 2, 2018.

Fiscal Impact: None.

C. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of October 9, 2018.

Recommended Action: Approve the Board minutes for the regular meeting of October 9, 2018.

Fiscal Impact: None.

D. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of October 16, 2018.

Recommended Action: Approve the Board minutes for the regular meeting of October 16, 2018.

Fiscal Impact: None.

E. Proposed Amendment to Mono County Conflict of Interest Code

Departments: County Counsel

Proposed Resolution of the Mono County Board of Supervisors Amending the County's Conflict of Interest Code.

Recommended Action: Adopt proposed resolution R18-____, Amending the County's Conflict of Interest Code.

Fiscal Impact: None.

F. Proposed Amendment to June Lake Fire Protection District Conflict of Interest Code

Departments: Clerk of the Board

The 2018 amended conflict of interest code adopted by the June Lake Fire Protection District requires approval by the Mono County Board of Supervisors, the code reviewing body.

Recommended Action: Approve amended conflict of interest code for June Lake Fire Protection District and provide any desired direction to staff.

Fiscal Impact: None.

G. Appointment to the Mono Basin Regional Planning Advisory Committee

Departments: Community Development

Consider appointment of Oscar Lujan to the Mono Basin Regional Planning Advisory Committee (RPAC) for a partial two-year term effective immediately,

expiring January 1, 2020.

Recommended Action: Appoint Oscar Lujan to the Mono Basin Regional Planning Advisory Committee to fill a vacant partial two-year term, expiring January 1, 2020.

Fiscal Impact: None.

H. Probation - Drug Court Enhancement Grant

Departments: Probation

(Karin Humiston) - Mono County Probation Department has applied for and has been granted the Federal Drug Court Enhancement Grant.

Recommended Action: Approval for the Mono County Probation Department to accept grant funds in the amount of \$500,000 for 48 months for the Drug Court Enhancement Grant.

Fiscal Impact: Additional revenue to the Probation Department in the amount of \$125,000 per year and expenditures in the amount of \$125,000 per year for 4 years for the Drug Court Program. Availability of this grant was unknown at the time the FY 2018-19 budget was adopted. The department will adjust the budget, if necessary, during the mid-year budgetary process.

I. Change to Allocation List to Add Two Deputy Probation Officers

Departments: Probation

(Karin Humiston) - Proposed resolution amending the County List of Allocated Positions to include two new positions in the Probation Department.

Recommended Action: Consider and potentially adopt Resolution No. 18-_____, Authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add two (2) Deputy Probation Officer I/II/III positions in the Probation Department.

Fiscal Impact: One (1) position to be funded by Probation Youth Offender Block Grant funds and one (1) position to be funded by Probation SB 678 funds. Salary for each position is \$41,856 annually and benefits are \$30,200 annually. No fiscal impact to the General Fund.

J. USGS Joint Funding Agreement FY 2019

Departments: Community Development

Agreements with United States Geological Survey (USGS) and Ormat Nevada, Inc. (Ormat) for FY 2019 Funding of Long Valley Hydrologic Monitoring Program

Recommended Action: Authorize the Director of the Mono County Community Development Director to execute (1) the USGS Joint Funding Agreement No.

19WSCA600095610 and (2) Agreement Between the County of Mono and Ormat Nevada, Inc. Providing for the Reimbursement of Costs for Complying with Long Valley Hydrologic Advisory Committee Monitoring Program for Fiscal Year 2019 to fund the Long Valley hydrologic monitoring program for Fiscal Year 2019.

Fiscal Impact: No fiscal impact as all programs costs incurred will be paid by Ormat.

K. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2018.

Recommended Action: Approve the Treasury Transaction Report for the month ending 9/30/2018.

Fiscal Impact: None.

L. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 9/30/2018.

Recommended Action: Approve the Investment Report for the Quarter ending 9/30/2018.

Fiscal Impact: None.

M. Proposed Amendment to Memorandum of Understanding between Mono County and Mono County Deputy Sheriff's Officers' Association

Departments: County Administrative Officer and Human Resources

Proposed Resolution of the Mono County Board of Supervisors Adopting and Approving Agreement and First Amendment to the Memorandum of Understanding Between the County and the Mono County Deputy Sheriff's Officers' Association.

Recommended Action: Adopt proposed resolution R18-____, Adopting and Approving Agreement and First Amendment to the Memorandum of Understanding Between the County and the Mono County Deputy Sheriff's Officers' Association.

Fiscal Impact: None. This amendment changes the contribution model but is within the original costing parameters.

N. Appointment to the Mono County Child Care Council

Departments: Child Care Council

Mono County Child Care Council seeks appointment of Caitlin Wellwood and re-appointment of Molly DesBaillets by the Mono County Board of Supervisors for two-year terms beginning November 1, 2018 and terminating October 31, 2020.

Recommended Action: Appoint Caitlin Wellwood to a two-year term in the category of Child Care Provider from November 1, 2018 to October 31, 2020, and re-appoint Molly DesBaillets to a two-year term from November 1, 2018 to October 31, 2020 in the category of Public Agency Representative, to the Mono County Child Care Council.

Fiscal Impact: None.

O. Emergency Management Performance Grant Appointment

Departments: CAO

Proposed resolution approving the Emergency Management Performance Grant funding and appointing the County Administrative Officer to execute for and on behalf of Mono County.

Recommended Action: Adopt proposed resolution R18-____, approving the Emergency Management Performance Grant funding and appointing the County Administrative Officer to execute for and on behalf of Mono County.

Fiscal Impact: This grant was not included in the County budget for 2018-19; therefore, before funds are expended, staff will seek Board approval for a budget adjustment, including appropriation of the match. The grant award is for \$127,789 and requires a 100% match of \$127,789.

P. Reappointments to Assessment Appeals Board

Departments: Clerk of the Board

The Assessment Appeals Board is responsible for considering appeals filed by property owners disputing the assessed value of their property. The Board consists of three regular members and at least one alternate member. The three current members up for reappointment have agreed to continue to serve in their current capacity through November 5, 2022.

Recommended Action: Reappoint Madeline Brown and Paul Oster as a members of the Assessment Appeals Board, terms to expire November 5, 2022; reappoint Jeff Mills as alternate member of the Assessment Appeals Board, term to expire November 5, 2022; provide any desired direction to staff.

Fiscal Impact: None. Full funding for the Assessment Appeals Board is included in the 2018/2019 annual budget.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Big Pine Paiute Tribe of the Owens Valley Letter

A letter from the Big Pine Paiute Tribe of the Owens Valley to the Los Angeles Department of Water and Power regarding the tribe's comments on LADWP's Notice of Preparation of a Draft Environmental Impact Report for the proposed Mono County Ranch Lease Renewal Project.

B. Objector Acknowledgement Letter from Inyo National Forest

Acknowledgement of receipt of Mono County's objection to the Inyo National Forest's Final Environmental Impact Statement, Revised Land Management Plan, draft Record of Decision for the Inyo National Forest Plan Revision, and the Regional Forester's list of Specifics of Conservation Concern.

C. Application for Alcoholic Beverage License

Applications from the Department of Alcoholic Beverage Control for alcoholic beverage licenses for Mammoth Mountain Ski Area Food & Beverage, LLC for Mammoth Mountain Inn and June Mountain Ski Area.

D. Agricultural Commissioner's Office Department Update November 2018

November 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's office.

7. REGULAR AGENDA - MORNING

A. Cannabis Operation Permit 18-001

Departments: Community Development - Planning

40 minutes

(Michael Draper) - Seeking Board approval for Cannabis Operation Permit 18-001, an adult-use cannabis retail-only operation in June Lake, CA.

Recommended Action: Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption, and approve Cannabis Operation Permit 18-001 subject to the conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in cannabis taxes.

B. FY 18-19 Motor Pool Purchases

Departments: Public Works

30 minutes

(Jerry VandeBrake) - Presentation by Tony Dublino and Jerry VandeBrake regarding current County motor pool fleet and updated 5-year vehicle replacement schedule.

Recommended Action:

Consider staff recommendation and authorize the FY 18-19 Motor Pool Purchase of:

- 1 – 2019 Ford Escape (District Atty; Victim Witness Vehicle) ****expedited purchase - no bid**
- 6 – 2019 Chevrolet Tahoe PPV (Sheriff Patrol) ***bid process - immediate**
- 1 – 2019 Chevrolet Tahoe SSV (Admin) ***bid process - immediate**
- 1 – 2019 Dodge 3500 Ram Ambulance (EMS) ***obtain quotes/lowest price – immediate**
- 6 – 2019 Subaru Foresters (Motor Pool) ***bid process - delay**
- 1 – 2019 Chevrolet 4x4 Van (Behavioral Health) ***bid process – delay**
- 1 – 2019 Ford F-250 (Motor Pool) ***bid process – delay**
- 1 – 2019 Ford F-350 Dually (Road Striper) ***bid process – delay**

Fiscal Impact: The estimated cost of recommended purchases that will be paid from Motor Pool Replacement Reserve is \$1,092,784. Motor Pool Replacement reserve balance is approximately \$1,176,000 as of Nov 1, 2018. Annual revenue into the Motor Pool Replacement Fund is projected at approximately \$600,000.

C. Sheriff and Jail Staffing Workshop

Departments: Sheriff

1 hour

(Sheriff Ingrid Braun) - Presentation by Sheriff Ingrid Braun regarding staffing needs in the Sheriff's Office and Jail. This item requires a 4/5 vote.

Recommended Action: Approve Budget Amendment to the Sheriff's Budget restoring funding for two (2) Deputy Sheriff positions and to fund the training-related expenses to promote two (2) Public Safety Officers to the restored Deputy Sheriff positions. Requires 4/5 vote. Approve Budget Amendment to the Jail Budget restoring funding for (2) Public Safety Officer positions. Requires 4/5 vote.

Fiscal Impact: Total increase requested is \$92,687 for the Jail budget and \$192,913 for the Sheriff budget. The salary and benefits for two (2) Public Safety Officers I for six months are \$92,687. The salary and benefits for two (2) Deputy Sheriffs I for six months are \$119,575. The cost to send two (2) Deputy Sheriffs to the Academy is \$73,338. The total financial impact to the General Fund is \$285,600.

D. Fund the Auditor-Appraiser position in the Assessor's Office

Departments: Assessor

20 minutes

(Barry Beck) - Presentation by the Mono County Assessor regarding funding the Auditor-Appraiser position in the Assessor's Office with a transfer from General Fund contingencies (4/5 vote required).

Recommended Action: Recommend that the Board of Supervisors approve funding the allocation for the position of Auditor-Appraiser from the County's contingency fund (4/5 vote required).

Fiscal Impact: The cost of this position for the remainder of this fiscal year is \$63,249 (\$41,286 is salary and \$21,964 is benefits). The cost of this position for a full year is \$88,891 (\$58,023 is salary and \$30,868 is benefits).

8. **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.)

9. **CLOSED SESSION**

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

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

B. **Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Desert Survivors, et al. v. United States Department of Interior, et al.* (Case No. 3:16-cv-01165-JCS).

C. **Closed Session - Exposure to Litigation**

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

D. **Closed Session - Public Employment, Assistant CAO**

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

THE AFTERNOON SESSION WILL RESUME NO EARLIER THAN 1 P.M.

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. REGULAR AGENDA - AFTERNOON

A. Yosemite National Park Update

Departments: Board of Supervisors
20 minutes

(Michael Reynolds, Superintendent) - An opportunity for the Board to formally meet the new Superintendent of Yosemite National Park, Michael Reynolds, and to hear updates about the park.

Recommended Action: Informational only; provide direction to staff if necessary.

Fiscal Impact: None.

B. Industrial Hemp Ordinance

Departments: Agriculture Commissioner
30 minutes

(Nate Reed) - Proposed ordinance for an urgency moratorium on Industrial Hemp.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance ORD18-____, An Interim Ordinance of the Board of Supervisors of the County of Mono, State of California pursuant to Government Code Section 65858 prohibiting cultivation of industrial hemp and declaring the urgency thereof. Provide any desired direction to staff.

Fiscal Impact: None.

C. Contracts for Indigent Defense Services - Jeremy Ibrahim & Sophie Bidet

Departments: County Administrative Office
10 Minutes (5 minute presentation, 5 minute discussion)

(Leslie Chapman) - Proposed contracts with Sophie Bidet and Liebersbach, Carney and Reed/ Jeremy Ibrahim for the provision of Indigent Defense services.

Recommended Action: Approve County entry into proposed contract and authorize chair to execute said contracts on behalf of the County.

Fiscal Impact: There will be a savings from previous Public Defender contracts of \$21,191 from commencement of the new contracts to June 30, 2019 and \$27,333 from July 1, 2019 through March 31, 2020 when the remaining contract be expired. Total savings are expected to be \$48,524.

12. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Proclamation Recognizing the
Honorable Stan Eller

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A Proclamation of the Mono County Board of Supervisors Recognizing the Honorable Stan Eller for His Years of Service to the County of Mono.

RECOMMENDED ACTION:

Read and approve Proclamation of the Mono County Board of Supervisors Recognizing the Honorable Stan Eller for His Years of Service to the County of Mono.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Resolution](#)

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/1/2018 12:00 PM | County Administrative Office | Yes |
| 10/31/2018 11:44 AM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |

**PROCLAMATION of the MONO COUNTY
BOARD OF SUPERVISORS RECOGNIZING THE HONORABLE
STAN ELLER FOR HIS YEARS OF SERVICE TO THE COUNTY OF MONO,**

WHEREAS, Stan Eller received his bachelor's degree in economics from San Diego State University in 1971 and his juris doctor degree from the University of San Diego in 1974; and

WHEREAS, Stan served as a Public Defender for San Diego County from 1975 -1982; and

WHEREAS, in 1982 Stan accepted the position of Deputy District Attorney for Mono County and moved to the Eastern Sierra with his beautiful wife Lea Ann; and

WHEREAS, around the time Stan announced to Lea Ann that they would be moving to Mono County, the County seat of Bridgeport hit a record low temperature for the lower 48-states; and

WHEREAS, Lea Ann came with him anyway; and

WHEREAS, Stan became the District Attorney in 1985 and quickly distinguished himself as an outstanding lawyer and dedicated public servant; and

WHEREAS, Stan also distinguished himself as an environmental leader by filing litigation that resulted in the re-watering of Rush Creek, the establishment of a minimum pool requirement for Bridgeport Reservoir and the re-watering the Owens Gorge; and

WHEREAS, in 1998 Stan was appointed Superior Court Judge for Mono County; he won election every term thereafter; and

WHEREAS, Stan was a fair, humane and patient Judge and it can never be said that a litigant was not given the opportunity to present his or her position or views in Judge Eller's court;

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors recognizes the outstanding service provided by the Honorable Stan Eller as District Attorney for Mono County and as Superior Court Judge.

AND BE IT FURTHER RESOLVED that Mono County is a better place because of the hard work, dedication, knowledge and just-plain common sense of Stan Eller.

APPROVED AND ADOPTED this 6th day of November, 2018, by the Mono County Board of Supervisors.

Jennifer Halferty, Supervisor District #1

Fred Stump, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes for the special meeting of September 28, 2018.

RECOMMENDED ACTION:

Approve the Board minutes for the special meeting of September 28, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[9-28-18 Draft Minutes](#)

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 10/26/2018 11:50 AM | County Administrative Office | Yes |
| 10/31/2018 12:14 PM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |



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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Special Meeting
September 28, 2018**

| | |
|----------------------|--------------------------|
| Flash Drive | Portable Recorder |
| Minute Orders | M18-207 |
| Resolutions | R18-59 |
| Ordinance | ORD18-14 Not Used |

1:05 PM Meeting called to order by Chair Gardner.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Corless

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Temporary Parking Prohibition and Road Closure on Portions of School Street in the Community of Bridgeport

Departments: Public Works

(Doug Wilson) - The Department of Public Works has received a request from the Bridgeport Chamber of Commerce in conjunction with the Bridgeport Volunteer Fire Department to prohibit parking on School Street between State Highway 395 (Main Street) and Bryant Street and to close School Street to traffic between Kingsley and State Highway 395 (Main Street.) These restrictions on the streets are requested for the Bridgeport Autumn Festival between the hours of 10:00 am and 7:00 pm on September 29, 2018. The festival will include a car

Note:

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

show, vendors, music and chili cook off.

Action: Adopt Resolution No. R18-59, A Resolution of the Mono County Board of Supervisors Authorizing Temporary Parking Restrictions and Road closure on portions of School Street in Bridgeport for the Bridgeport Autumn Festival.

Peters moved; Stump seconded

Vote: 5 yes; 0 no

R18-59

Leslie Chapman, CAO:

- Event in Bridgeport tomorrow.

B. Amended Letter of Support for Hazardous Fuel Reduction by Mammoth Lakes Fire Safe Council

Departments: Board of Supervisors

On August 21, 2018, the Board approved a letter to the Sierra Nevada Conservancy to show its support of the Mammoth Community Water District (MCWD) seeking additional funding for the Lakes Basin Hazardous Fuels Reduction Project. At the request of MCWD, the letter has been amended, as the Mammoth Lakes Fire Safe Council will be applying for the additional funds now.

Action: Review and approve amended letter in support of hazardous fuels reduction project in Mammoth Lakes Basin to Sierra Nevada Conservancy.

Peters moved; Stump seconded

Vote: 5 yes; 0 no

M18-207

Supervisor Corless:

- Administrative change from Mammoth Community Water District to Fire Safe Council.

C. Housing Toolbox Workshop

Departments: Community Development

(Economic Planning Systems (EPS), Bentley Regehr, Wendy Sugimura, Megan Mahaffey) - Presentation by Economic Planning Systems (EPS) and the Community Development staff regarding strategies to address housing needs in Mono County.

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

Wendy Sugimura:

- Introduced item, and consultants.
- Completed Housing needs assessment in 2017.
- Planning Commission feedback.

Ashleigh Kanat and Darin Smith, Consultants, Economic and Planning Systems, Inc.:

- Went through presentation.

Break: 2:50 PM

Reconvene: 2:57 PM

Bentley Regehr, Planning Analyst:

Note:

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

- Exercise to elicit priorities from the Board.

Janet Dutcher, Finance Director:

- Overview of Potential Funding Options slide in presentation.

D. Closed Session - Existing Litigation at 4:28 PM

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Mono County v. Los Angeles Department of Water and Power et al.* (Mono County Case No. CV180078)

Reconvene: 4:49 PM

Nothing to report out of closed session.

ADJOURNED at 4:49 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes for the regular meeting of October 2, 2018.

RECOMMENDED ACTION:

Approve the Board minutes for the regular meeting of October 2, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---------------------------------------|
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| 10-2-18 Draft Minutes |

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 10/26/2018 11:50 AM | County Administrative Office | Yes |
| 10/31/2018 12:15 PM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |



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

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

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

**Regular Meeting
October 2, 2018**

| | |
|----------------------|----------------------------|
| Flash Drive | Board Room Recorder |
| Minute Orders | M18-208 – M18-212 |
| Resolutions | R18-60 Not Used |
| Ordinance | ORD18-14 Not Used |

9:01 AM Meeting called to order by Chair Gardner.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

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Pledge of Allegiance led by Supervisor Halferty.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS

A. Technology Innovation Award Presentation

Departments: Information Technology

(Nate Greenberg) - The California Counties Information Systems Directors Association (CCISDA) presented Mono County with an Operational Effectiveness Technology Innovation Award at the Fall 2018 conference. The award was received by IT Director Nate Greenberg for the Verizon Push-to-Talk radio project which was recently implemented by Communication Manager Kirk

Note:

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

Hartstrom. Nate will be presenting this award to Kirk and his team.

Action: Informational item only.

Nate Greenberg, IT Director:

- Provided explanation of the award, the project for which the award was given, and presented the award to Kirk Hartstrom.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Coffee with Co-workers.
- Meetings with department heads.
- Coaching call regarding medically assisted treatment in the criminal justice system.
- Labor negotiators had a meeting preparing to go into ongoing negotiations.
- Met with Tony Dublino and Hospital CEO to discuss land transfer issues around the Mono County civic center.
- Service awards.

4. DEPARTMENT/COMMISSION REPORTS

Wendy Sugimura, Community Development Director:

- Regarding Los Angeles Department of Water and Power. Travelled to Sacramento with Steve Nelson from Bureau of Land Management in Bishop.

Sheriff Braun:

- Emergency Action Plan Workshop hosted by Southern California Edison.

5. 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. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of September 11, 2018.

Action: Approve the Board minutes for the regular meeting of September 11, 2018, as amended.

Stump moved; Corless seconded

Vote: 4 yes; 0 no; 1 abstain

M18-208

Supervisor Stump:

- Page 15 of 16. Changed dates from 6-6, 6-10 to 9-6 and 9-10.

Supervisor Gardner:

- Abstained, was not present.

Note:

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

B. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of September 18, 2018.

Action: Approve the Board minutes for the regular meeting of September 18, 2018.

Peters moved; Halferty seconded

Vote: 5 yes; 0 no

M18-209

C. Inyo National Forest Plan Revision Objection Letter

Departments: Community Development

Letter to the Inyo National Forest objecting to provisions within its Forest Plan revision related to the "Wilderness and Wild & Scenic River" designations and "Sustainable Recreation and Designated Areas" plan.

Action: Approve objection letter, as amended, and authorize the Board chair to sign.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M18-210

Wendy Sugimura:

- Acknowledged Michael Draper for putting it together in a short amount of time with very little information.
- This is not an open comment period on the Forest Plan. This is an objection period.
- You can only object on things on which you have already made comments, limited to what was already submitted in the County's comments back in 2016.
- Made changes to the letter originally submitted with the agenda (available in additional documents).

Supervisor Stump:

- Is current management approving what prior management has done?
- Page 3, #3 - Wildfire. Glad this is there.

Jora Fogg, Friends of the Inyo:

- Supports the letter, including the changes.
- It will be crucial for the County to follow through with this letter.

Lisa Cutting, Mono Lake Committee:

- The committee supports this letter / process.
- The committee is also submitting an objection letter.

Priscilla Hawkins, Lee Vining:

- Support including Wilson Creek. Encourages people to go actually see Wilson Creek.

Fran Hunt, Range of Light Group:

Note:

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- Thanked Board and Staff for work on this issue.

Letters from the public are available in additional documents.

Break: 9:45 AM

Reconvene: 9:52 AM

Moved to item 7C.

6. CORRESPONDENCE RECEIVED - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

7. REGULAR AGENDA - MORNING

A. 2018 Economic Outlook and General Fund Fiscal Performance

Departments: Finance

(Janet Dutcher) - Presentation discussing the 2018 Economic Outlook, analysis of trends, and review of the County's General Fund fiscal performance for the year ended June 30, 2018.

Action: Receive presentation and discuss.

Janet Dutcher, Finance Director:

- Presentation.

Break: 11:43 AM

Reconvene: 11:50 AM

B. Phase II Budget Amendment

Departments: CAO, Finance

(Leslie Chapman, Janet Dutcher) - Present information about the amount of General Fund carryover available for spending in Fiscal Year 2018-19, review the phase II budget requests submitted by departments, board members, citizens and community organizations, discuss CAO recommendations, and conclude with Board deliberation over the details of the phase II budget adjustments (requires 4/5ths vote).

Action: Approve the phase II budget adjustments, as presented.

Corless moved; Gardner seconded

Vote: 5 yes; 0 no;

M18-211

Janet Dutcher, Finance Director:

- Presentation to communicate how much is in the carryover fund available to be spent.

Leslie Chapman:

- Presentation, CAO Recommended Budget.

Note:

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Public Comment:

Sheriff Braun:

- Asking for people. Focus is on the jail side. Down 5 allocated positions. Public Safety Officers are working on average 60 overtime hours a month. What can't be considered in a cost-benefit analysis is the fatigue and morale. Limits opportunity to promote. Also down 5 positions on the Sheriff side.
- **Leslie Chapman:** Actives: 17/18 – 11; 16/17 – 9; 15/16 -10; 14/15 - 16. The department has been funded at the same level for 3 years, 4 years ago was much higher.

Jill Stark, June Lake Trails Committee;

- Asks that the County give more money to trails.

Jim Ricks, Northern Mono County Chamber of Commerce:

- Encourages the Board to keep the funding for fish planting.

Wendy Schneider, Friends of the Inyo:

- Introduced Alex Ertaud, Stewardship Director.
- Flooding is one of the things that our team addresses.
- Have submitted a scope of work. Requested funding for 3 volunteer events.

Rick McCoy, Boulder Lodge:

- Fish enhancement. Believes we can increase what the County takes in through fish enhancement.

Dave Noonan, White Mountain Fire:

- First Responders Fund. Leveraging money for volunteers. Look forward to making this an operational budget, showing the Board the successes of this department.

Lisa Oepkes, June Lake Motel:

- Don't need one year of bad fishing to deter guests.

Tim Kendall, District Attorney:

- Here one behalf of Community Corrections Partnership (CCP). Request and encourage Board to schedule a workshop.
- Supports the request by Sheriff. Affects court process. Public safety issues.

Barry Beck, Assessor:

- There is an allocation for Auditor-Appraiser, but was unfunded in the June budget review. Asking to get allocation funded. Generates assessed value more than the equivalent to the cost of the position.

Gaye Mueller, Mono County Fish and Wildlife Commission Chair:

- Thanked the Board for considering the recommendations of the Commission.
- Thanked the Board for the fish enhancement allocation. Pointed out that it is a trophy trout program.

Supervisor Stump:

- Support entire package with exceptions:
- The Air Service subsidy – do not support in its current configuration. Willing to divert that money into the jail. Along with the proposed ESCOG contribution. Reduce the economic stabilization fund by 149 to get the number asked by the sheriff for the jail. Either that or for preparedness. There will be TSA changes that will start to affect charters as far as

Note:

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number of people on the plane.

Supervisor Peters:

- Clarified the contribution to airline subsidy in prior year. Would not recommend increasing it over last year.
- Couple of things that were not addressed:
- Address workload when it comes to public safety. Important to be prepared for incidents.
- Always look back to strategic priorities to make sure that they are being addressed.
- Address workload when it comes to recovery.
- Vehicle maintenance.

Supervisor Corless:

- Propose to stick with the CAO Recommendations.

Supervisor Halferty:

- Touching the reserves concerns her. Believes the reserves should be higher.
- Needs more information about CCP.
- Does not support ESCOG contribution.

Supervisor Gardner:

- Mick Jagger: You can't always get what you want.
- Approve this budget today, support the proposed budget, move it to phase III.
- Money set aside for affordable housing, use it for a housing person in community development department.
- Important to put dollars in the bank for the future.
- Need to find ways to increase revenue.

Moved to Closed Session.

C. Five Year Capital Improvement Plan

Departments: CAO

(Tony Dublino) - Staff will recommend a 5-Year Countywide Capital Improvement Plan for approval. The Plan establishes a schedule for implementation of mid-range capital projects and capital purchases.

Action: Approve the 5-Year Capital Improvement Plan, as presented.

Peters moved; Corless seconded

Vote: 5 yes; 0 no;

M18-212

Tony Dublino: Assistant CAO:

- Handed out Mono County Capital Improvement Projects map (available in additional documents).
- The document itself does not incur a fiscal impact - this is merely a planning document to prepare for implementation.
- Typo in Staff Report. All grouped in Appendix A. FTEs in the staff report instead of CIP.

Move to item 7a.

Note:

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

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 1:57 PM

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Michael Hallum v. County of Mono et al.*, (Mono County Superior Court Case No. CV170086).

Reconvene: 2:41 PM

Nothing to report out of closed session.

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- RCRC Annual Meeting: Thank you to Scheereen and Megg for putting together the gift basket—it was auctioned off for \$2,500, and the event raised over \$62,000 for non-profits. Informative sessions including school safety (big focus on communication/ planning how agency will communicate); census preparation and potential issues (such as rural broadband access—no more paper and pencil), formation of complete count committees; cyber security—felt good about where Mono County is, emphasized BOS role, IT steering committee, security report card.
- RCRC Board: Voted to accept Sonoma County as a member county; Took the following positions on state ballot measures: Prop 2 (No Place Like Home)—neutral; Prop 4 (Children’s Hospital Funding) and Prop 7 (Daylight Saving)—no position; Prop 11 (Emergency Ambulance Safety and Preparedness)—yes. Forest management update—governor signed SB 901, bipartisan forest management/wildfire prevention, including five-year investment of \$200 million annually from the Greenhouse Gas Reduction Fund for forest health programs, totaling \$1 billion; update on efforts to work with CalPERS on revisions to hardship policy (to the benefit of local government) and to advocate for CalPERS to address county concerns about PERS policy changes—memo attached.
- Cal Dept of Fish and Wildlife Sage Grouse Meeting: requesting DWP to work with CDFW, USFWS to avoid listing in light of ruling. Thank you to Wendy Sugimura and Steve Nelson.
- State Forest Management Task Force Sub Committee Participation—getting plugged into the right group to talk about our Eastern Sierra issues, including smoke
- DWP Scoping Meeting.
- MLH Board Meeting: Tour the Parcel event Oct 20; closer to finalizing TOML contract; directed staff to bid on Birch Creek Condo (recused);
- Memo – sent to Board (Available in additional documents).

Supervisor Gardner:

Note:

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- On Friday Sept. 28 I attended with Supervisor Halferty a meeting of the Eastern Sierra Transit Authority Board. We approved the purchase of a new bus for ESTA and also interviewed candidates for the Executive Director position. My understanding is that an offer will be made to a candidate soon.
- On Saturday Sept. 29 I attended the Mono Lake Committee Defender of the Trust Dinner celebration. The event reminded us all of the power of a determined group of concerned citizens, and the need to continue to be vigilant in protecting our public lands in the Eastern Sierra.

Supervisor Halferty:

- Attended the RCRC Annual Conference Sept. 19-21st- highlights include: a session on active shooters and a parent of a Sandy Hook victim: it's important that communities have a clear communication plan; to have roles identified for responding first responders as part of the plan in order to avoid chaos; that all staff, including substitute teaches, kitchen staff and facilities maintenance workers are thoroughly trained in the active shooter protocol; and that someone is keeping the media in the loop on a regular basis with updates no matter how little information is available
- 2020 Census - the Census is coming along with modernization and efficiency. Complete count committees are reported to being organized. The committees will get the word out about the census. CA has passed a 76\$ Billion budget item to help ensure the count of everyone.
- Kim Van the Executive Director CA USDA presented at the Board Meeting - I spoke with Kim about possible funding for the Civic Center. She said that they had funding available for such a project at 3% over 40 years - I have talked with CAO Chapman about this and encourage her to talk with Kim about this to see if there's any possible viability even at this 11th hour. At the Board meeting there was also an announcement of a new USDA Guaranteed Home Loan program that provides up to 4% gift through the program. Contact Mammoth Lakes Housing for an application and more information. 760-934-4740.
- Attended September 25 the Medication Assisted Treatment meeting, exciting potential to help those struggling with addiction
- On September 26 I, along with Supervisors Gardner & Corless and county staff attended the LADWP Notice of Preparation for their EIR on the Rancher leases changes in long valley
- On the morning of September 28 I attended my first ESTA board meeting in Bishop where we interviewed executive director candidates.
- Saturday, September 29th was National Public Lands Day and I volunteered with the Bodie Hills Partnership, the BLM, and Friends of the Inyo on a clean-up of years of trash at an old dump near the Conway Ranch.
- <http://www.gsfahome.org/programs/dpa/overview.shtml>

Supervisor Peters:

- 19th RCRC
- 25th Tourism Meeting
- 27th CSAC BH Robin Roberts
- Role of Behavioral Health in Emergencies
- Roebblen Rep
- 28th Housing Workshop
- 29th Autumn Festival/Chili Cookoff Paramedics winners
- **Upcoming:**

Note:

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- Town Hall October 10th
- CERT Chris Smallcomb NOAA

Supervisor Stump:

- 9-18: Attended the joint Sierra Club - Mammoth Recreation meeting about the DWP dewatering of Long Valley. Good attendance. Mammoth Recreation is selling "Keep Long Valley Green" yard signs for \$5. I have one in my yard.
- 9-26: Attended the Tri Valley Water Commission meeting. The Commission continues to try and position itself for potential SGMA impacts both as a member of the Owens Valley Groundwater Authority and within it's own area of responsibility.
- 9-29: Brush fire in the McGee Creek Campground operated by the INF on a windy day. Got to take my Supervisor hat off and put on my fire hat and go help. The Mono SO did a good job of evacuating campers quickly. The SO and CHP established traffic control on the road quickly. All the Forest Service firefighting units are back from assignment so they mounted a several engine response. Cal Fire assisted. Long Valley VFD sent five units. Given the continuous fuel bed and the wind a good job was done by all to keep the fire less than 4 acres.
- Leslie Chapman: Unified Command meeting, SCE had reps there and discussed plans.
- RPAC in Lee Vining. Should be fairly easy to schedule them.

ADJOURNED at 3:03 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes for the regular meeting of October 9, 2018.

RECOMMENDED ACTION:

Approve the Board minutes for the regular meeting of October 9, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---------------------------------------|
| Click to download |
| 10-9-18 DRAFT Minutes |

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 10/26/2018 11:50 AM | County Administrative Office | Yes |
| 11/1/2018 11:42 AM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |



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

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

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

**Regular Meeting
October 9, 2018**

| | |
|----------------------|----------------------------|
| Flash Drive | Board Room Recorder |
| Minute Orders | M18-213 – M18-218 |
| Resolutions | R18-60 – R18-63 |
| Ordinance | ORD18-14 Not Used |

9:06 AM Meeting called to order by Chair Gardner.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Pam Haas-Duhart, Devil's Gate resident:

- County Road 029. On maps for fire routes according to a fire crew she spoke to.
- Would like residents on the road to be sent a letter that there is an understanding that the road is for public use.
- Handout (available in additional documents).

John Wharton:

- SB 1459 which was just signed by the Governor, relating to provisional cannabis licenses. Temporary licenses being issued while the CEQA process is happening. Thinks the County should consider doing the same.

2. RECOGNITIONS

Note:

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A. Resolution of Appreciation for Cassie Gilson

Departments: Board of Supervisors

(John Peters, Stacy Corless) - Proclamation of the Mono County Board of Supervisors recognizing Cassie Gilson for donating her valuable time -- and significant expertise -- to the County's efforts to prevent and mitigate impacts from the increased export of water from Mono County to the City of Los Angeles in the Summer of 2018.

Action: Adopt proposed resolution.

Peters moved; Corless seconded

Vote: 5 yes; 0 no

M18-213

Supervisor Corless:

- Appreciates Ms. Gilson for her guidance in navigating the issue with Los Angeles Department of Water and Power.
- She was also at meetings and able to intervene and try to steer the conversation towards something productive.

Supervisor Peters:

- She is an expert in lobbying, but she is also an expert in the history of Eastern Sierra. Her love of the area is why she volunteered her time.

Supervisor Stump:

- Sometimes he gets queried by people if it's worth it to spend resources to send people to Sacramento on the County's behalf and this resolution is an indication of why it is worth it.

Stacey Simon, County Counsel:

- Cassie was available to her at all hours.
- There is so much talent and capital on this Board, someone was needed to guide them to make the talent and capital resonate in Sacramento.

Supervisor Gardner:

- Read the proclamation.

B. Employee Service Awards

Departments: CAO

(Leslie Chapman) - Presentation by the Board of Supervisors, Leslie Chapman and Department Heads to Mono County employees, celebrating years of service to the County.

Action: Present awards, gratitude and congratulations to employees who have earned awards for years of service and dedication to the County

Leslie Chapman, CAO:

- Introduced item. Advised people at the meeting who are not on the program (available in additional documents), to come forward so they could be recognized, too.

Angelle Nolan
Karin Humiston

Note:

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Barry Beck
Debbie VandeBrake
Caron Timpone
Stacey Westerlund
Gerald Frank
Christy Milovich
Erin Knight
Stacie Casabian
Erin VanKampen
Alicia Vennos
Ray McGrayle
John Alameda
Art Torres
Francie Avitia
Jerry VandeBrake
Nubia Peters
Anabell Cornejo
Walt Lehmann

Break: 10:09 AM
Reconvene: 10:29 AM

3. COUNTY ADMINISTRATIVE OFFICE

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

Leslie Chapman:

- Leadership team meeting.
- Interviewed Public Defender candidates.
- Friday, worked on salary survey, meeting with departments to make decision about benchmark positions being used for comparison.

4. DEPARTMENT/COMMISSION REPORTS

Shannon Kendall, Clerk – Recorder – Registrar:

- Ballots successfully ordered and delivered.
- Sample ballots have been sent out.
- Vote by mail (VBM) period began yesterday. Have until Oct. 30 to request a VBM ballot.
- People can drop off completed VBM ballots at Community Development department in Mammoth, and the Clerk-Recorder's office in Bridgeport.
- Registration deadline is October 22, conditional registration in Bridgeport only after that date.
- Outreach presentation at Supervisor Peters Town Hall.
- Community conversation in Mammoth on 22nd.
- Outreach in papers and radio.
- Informational flyers.
- Webpage has a lot of information. Added information about security.
- Federal grant of \$116,000 to go towards equipment.
- Supervisor Stump: was contacted by an individual adamant about the font.

Note:

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- The font issue was addressed by the Registrar's office and County Counsel.
- Stacey Simon: The County is using a font that she believes meets criteria.
- Supervisor Corless: Spanish language outreach?
- Sample ballots in Spanish, and an example of the ballot at every polling place. But due to population, Mono County is not required to have more than that.

5. **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. Revenue Services Agreement with Franchise Tax Board

Departments: Finance

Proposed three-year contract with State Franchise Tax Board for collection of unpaid court-ordered fines, forfeitures, and penalties.

Action: Approve County entry into proposed contract and execute two copies of said contract on behalf of the County.

Peters moved; Corless seconded

Vote: 5 yes; 0 no

M18-214

B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2018.

Action: Approve the Treasury Transaction Report for the month ending 8/31/2018.

Peters moved; Corless seconded

Vote: 5 yes; 0 no

M18-215

Supervisor Peters:

- Recognize Pat Espinoza, who is instrumental in the community of Antelope Valley, senior center. She does a lot that is critical to the needs of seniors of AV.

C. Freedom From Workplace Bullies Week Proclamation

Departments: Clerk of the Board

Michelle Smith and Carrie Clark, Co-founders of California Healthy Workplace Advocates, have requested that the Board adopt a proclamation recognizing the week of October 14 to 20, 2018, as Freedom From Workplace Bullies Week. California Healthy Workplace Advocates is a coalition of citizens throughout California who are dedicated to ensuring civility and professionalism within the workplace. Part of our mission to raise public awareness about

Note:

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workplace bullying as a growing problem that affects both the public and private sectors.

Action: Approve proposed proclamation recognizing the week of October 14 to 20, 2018, as Freedom From Workplace Bullies Week.

Peters moved; Corless seconded

Vote: 5 yes; 0 no

M18-216

D. Reclassification and Addition of Positions within Senior Services Program

Departments: Social Services

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Senior Services Manager and delete one Senior Services Site Coordinator, and add one part-time, non-benefitted Cook/Driver in the Senior Services Program within the Social Services Department.

Action: Adopt Resolution R18-60, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one (1) Senior Services Manager and delete one (1) Senior Center Site Coordinator; and, increase the allocation of one (1) part-time, non-benefitted Senior Services Cook/Driver.

Peters moved; Corless seconded

Vote: 5 yes; 0 no

R18-60

E. Resolution in Support of Proposition 2 - No Place Like Home

Departments: Board of Supervisors

A resolution of the Board of Supervisors, supporting Proposition 2, (No Place Like Home Act of 2018), which will provide permanent supportive housing linked to treatment and services to help people with serious mental illness who are experiencing homelessness or are at risk of becoming homeless.

Action: Approve the Mono County Board of Supervisors Resolution R18-63, A Resolution of the Mono County Board of Supervisors in Support of Proposition 2.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R18-63

Supervisor Corless:

- Would like to move this item to later in the agenda, to be discussed with item 7c.

Amanda Greenberg, Behavioral Health:

Note:

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- Explained the Proposition.
- Mono County is eligible for a grant of \$500,000
- Legislation was held up in court since it was signed into law.

Supervisor Corless:

- CSAC supports, RCRC took no position.
- Strengthens partnerships to provide for the County's homeless population.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Agricultural Commissioner's Office Department Update October 2018

October 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

B. Sierra Nevada Alliance Letter Expressing Concern Over Geothermal Contamination in Local Water Supply

A letter from the Sierra Nevada Alliance to Lahontan Regional Water Quality Control Board, Mammoth Town Council, and the Mono County Board of Supervisors urging them to take action to protect Mammoth Lakes' water supply.

7. REGULAR AGENDA - MORNING

A. Sale of County-Owned Real Property (APN 031-070-011)

Departments: Behavioral Health; County Counsel

(Amanda Greenberg and Stacey Simon) - Amendment of process for sale of County-owned property located at 71 Davison Road in Mammoth Lakes to provide for a bid deadline of no sooner than November 6, 2018, (rather than by October 9, 2018) and to include a provision authorizing broker's commission.

Action: 1. Reject all proposals to purchase County-owned property located at 71 Davison Road in Mammoth Lakes received in response to Board Resolution R18-47, "Resolution of the Mono County Board of Supervisors Declaring its Intention to Sell Certain County-Owned Surplus Real Property (APN 031-070-011) and Specifying the Terms and Conditions of the Sale".

2. Adopt proposed revised resolution R18-61, Declaring the County's intention to sell certain County-owned surplus real property located at 71 Davison Road in Mammoth Lakes (APN 031-010-011) and direct staff to post and publish the resolution as required by law.

Halferty moved; Stump seconded

Note:

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Vote: 5 yes; 0 no

R18-61

Stacey Simon:

- The agenda item has changed from what one might have anticipated. Recommending Board reject bids received and introduce a new resolution.
- Amanda Greenberg started receiving calls about asbestos and other things that she was not qualified to answer, so thought it was best to seek assistance from a professional. Retained services of licensed real estate broker on behalf of the county, which requires an amendment to the resolution. Second change is that a lot of calls were being received that people were not qualified to develop the property as low-income, so wanted to add detail to the requirements.

B. Industrial Hemp Cultivation

Departments: Agricultural Commissioner

(Nate Reed) - Presentation by Nate Reed regarding industrial hemp cultivation.

Action: Staff requests board provide direction on this topic including a range of possible policy options including a potential urgency ordinance that would prohibit the cultivation of industrial hemp until staff can conduct a study of impacts resulting from such activity that may occur outside of the authority of the commercial cannabis permitting process.

Nate Reade, Agricultural Commissioner:

- Went through presentation.
- In January the State will have clear guidelines.
- It never hurts to be as safe as possible on this.

Wendy Sugimura, Community Development Director:

- Easier on staff workflow if it was not allowed until clear parameters are established.

Eric Edgerton, Tilth Farms:

- Support the emergency ordinance.

John Wharton, Walker River Farms:

- Strong market for this product.
- SB 1409 clarifies and makes it an agricultural product.

C. Resolution Opposing Proposition 5, the "Property Tax Transfer Initiative"

Departments: Assessor

(Barry Beck) - Proposed resolution opposing Proposition 5, the "Property Tax Transfer Initiative", which would amend Proposition 13 to allow home buyers who are age 55 or older or severely disabled to transfer their tax assessments, with a possible adjustment, from their prior home to their new home, no matter the new home's market value, location in the state, or the buyer's number of moves.

Action: Adopt proposed resolution R18-62, Opposing Proposition 5, the "Property Tax Transfer Initiative" to Appear on the November 6, 2018, Statewide Ballot. Provide any desired direction to staff.

Note:

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Halferty moved; Corless seconded

Vote: 1 yes; 1 no

R18-62

Barry Beck, Assessor:

- Introduced item.

Supervisor Stump:

- Voted no.

Moved to item 5e.

D. 2018/2019 California State Association of Counties (CSAC) Appointments

Departments: Board of Supervisors

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2018/19.

Action: Nominate Supervisor John Peters to serve on the CSAC Board of Directors for the 2018/19 Association year beginning on November 27, 2018; also, nominate Supervisor Jennifer Halferty to serve as the alternate member.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M18-217

Supervisor Peters:

- CSAC annual conference occurs in November, which is when the members need to be nominated by.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 11:56 AM

A. Closed Session - Human Resources

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

Note:

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B. Closed Session - Exposure to Litigation

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *U.S.A. et al. v. Walker River Irrigation District et al.*, U.S. Ninth Circuit Court of Appeals, Case No. 15-16478 (and related cases).

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Mono County v. Los Angeles Department of Water and Power, et al.* (Mono County Case No. CV180078)

E. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: County implementation of new recording fees imposed by SB 2, the Building Homes and Jobs Act.

THE MEETING WILL RESUME NO EARLIER THAN 1 P.M.

Reconvene: 1:24 PM

Nothing to report out of Closed Session.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Preliminary Comment Letter in Response to LADWP's Notice of Preparation of a Draft Environmental Impact Report

Departments: CDD, County Counsel

(Wendy Sugimura, Sandra Bauer) - Presentation of a preliminary draft of the County's comment letter in response to the Los Angeles Department of Water and Power's Notice of Preparation of a draft Environmental Impact Report on their Ranch Lease Renewal Project.

Note:

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

Action: None (informational only). Discuss the content of the preliminary draft, receive public input, and provide any desired direction and input to staff to finalize the letter.

Sandra Bauer, Consultant:

- Coordinated the work on the comment letter.
- Provided a brief summary and key points of the letter.

B. Eastern Sierra Council of Governments (ESCOG) Governance Opportunities

Departments: CAO

(Bob Gardner, Stacey Corless, John Wentworth) - Eastern Sierra Council of Governments (ESCOG), which consists of two members each from Mono County, the Town of Mammoth Lakes, Inyo County and the City of Bishop, is asking each member agency to consider changing the structure from a Joint Powers Association to a Joint Powers Agency/Authority.

Action: To support for an effort to draft an agreement establishing a Joint Powers Agency/Authority for the ESCOG at no cost to ESCOG members for review by the ESCOG Board of Directors.

Peters moved; Corless seconded

Vote: 3 yes; 2 no

M18-218

Supervisor Gardner:

- Introduced item, provided explanation of ESCOG.

Supervisor Corless:

- Historical perspective. Recognized need to build regional capacity to address important issues. June 2015 possibility of strengthening the organization itself. Reformed local broadband consortium to be governed by ESCOG. That was first step. That has been successful.

Supervisor Halferty:

- Grant application to PUC in 2015? Does it come with administrative funding?
- Read from Purpose of statement from current JPA, Section 2.03 #3.
- Believe that the current structure allows ESCOG to take action as is currently being sought.
- Authority versus agreement.
- Completely understands the value of regional collaboration.
- Voted no.

Stacey Simon, County Counsel:

- The JPA when formed was intended to be a separate entity (see additional documents).

Supervisor Stump:

- Has observed that most topics are from Conway Summit to the South along the 395 corridor. There has not been a thorough county-wide conversation.
- Does't see a sufficient mission statement. Not completely comfortable moving forward

Note:

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- forming a JPA without additional clarity.
- Strong personalities on JPA Boards can direct the Board. Needs to be a revision to the document Sup Halferty circulated to counteract that.
- Voted no.

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- Support Supervisor Halferty's request to observe Indigenous Peoples Day
- Oct 3: Town Council
- Oct 4: YARTS short-range transit planning discussion—meeting of full YARTS board and advisory committee to discuss planning on the 17th
- Oct 4: Town County Liaison Discussion Items:
- Upcoming Events: Oct 20 Walk the Parcel event; Housing Summit Nov 2-3, Friday night; Saturday daytime,
- ES Rec Position: narrowed down to top 4. Discussion of coordination of projects and funding.
- McFlex: update on ownership/fee title needs for bond issuance, getting documents processed. Great example of intergovernmental collaboration.
- Solid Waste: TOML working on franchise agreement renewal; still looking at larger transfer site, looking at possible biomass plant there; discussion of long term solution needs.
- Smoke Impacts/Policy, Advocacy:
- Push for accountability—who made the decision; where does local govt fit into decision making? How can we understand decision making? Public health considerations? General communication needs to improve. ole of Great Basin Unified Air Pollution Control District
- TOML—exploring stewardship contract w INF to do mechanical removal; ICS—how to get into unified command on local level, earlier; FEMA/paper trail—include economics and health.
- Nov 7, 4-6pm Inyo NF presentation at Town Council on Lions Fire.
- Planning for upcoming Board-Council meeting, date tbd, agenda items include smoke impacts, housing.

Supervisor Gardner:

- Last Wednesday Oct. 3 I attended the monthly meeting of the June Lake Citizen Advisory Committee. We discussed several items, including the status of short-term rentals in the community, the activities of the June Lake Trails Committee, revised County noise regulations, and concerns regarding recent mountain lion sightings.
- Last night I attended the meeting of the Mono Basin Fire Safe Council in Lee Vining. This group is more organized now and is engaged in planning several fire prevention and other programs for the community.

Supervisor Halferty:

- I attended the Town Council meeting on October 3 where the Council allocated their 2017-18 Fiscal Year surplus funds of almost \$5.5 million. There was also an update on their transient rental enforcement program. The Town of Mammoth Lakes is #5 in the

Note:

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State for number of short-term rental listings according to the report.

- In light of yesterday's holiday, I would like to request that the staff prepare a resolution for this Board's consideration changing our observation of Columbus Day to Indigenous Peoples Day. I think this is especially fitting for Mono County given our multiple Tribes, tribal lands, and rich history of Native Americans throughout our County for tens of thousands of years.

Supervisor Peters:

- 3rd Jan Cutts
- 4th AV RPAC Discussion on Community Trash Dumpsters, Commercial Cannabis in Residential Areas and public process. Creating a Fire Safe Council. Thank Nick Criss for filling in.
- 6th AVLDC DH BBQ
- **Upcoming:**
- BP RPAC Tonight
- ESAAA Meeting tomorrow 10th
- Town Hall October 10th
- CERT Chris Smallcomb NOAA 11th
- Ducks Unlimited 13th
- Town Hall in Bridgeport December 5th

Supervisor Stump:

- 10-4: Attended the Town/County Liaison Committee meeting with Supervisor Corless. Council members Stapp and Salcido are now the Town's representative. Covered Solid Waste, South County Civic Center, smoke and other issues.
- 10-7: Attended, did not run in, the Crowley Fun Run Fundraiser for the Crowley Skatepark. Cool morning but everyone appeared to have a good time.
- Last week I was advised that DWP had hired a trapper to trap beavers near the intersection of Mammoth Creek and Hot Creek. I was notified by our tenant that runs the Dog Sled Adventures who told me the trapper was crossing County Property to set his traps. Jim was told by the DWP trapper that live traps were being used to relocate the beavers. If a beaver is trapped under water, even if it is a live trap, the beaver will drown. I want to thank Wendy Sugimura who traced the truth which is that Calif. Fish and Wildlife has issued a depredation permit to DWP to trap one or more beavers that are ostensibly harming their infrastructure. Looking at where the creek flows through the County Property I could not find any DWP infrastructure in that area so I do not understand the need to trap. In any case, I find it regrettable that Ca. Fish and Wildlife did not inform the County
- given the Long Valley / DWP issue.

ADJOURNED at 3:05 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

Note:

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

SCHEEREN DEDMAN
SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes for the regular meeting of October 16, 2018.

RECOMMENDED ACTION:

Approve the Board minutes for the regular meeting of October 16, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| 10-16-18 DRAFT Minutes |

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 10/26/2018 11:51 AM | County Administrative Office | Yes |
| 11/1/2018 12:02 PM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |



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

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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
October 16, 2018**

| | |
|----------------------|----------------------------|
| Flash Drive | Board Room Recorder |
| Minute Orders | M18-219 – M18-221 |
| Resolutions | R18-64 – R18-70 |
| Ordinance | ORD18-14 Not Used |

9:09 AM Meeting called to order by Chair Gardner.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Stump.

Supervisor Stump: Prayer Vigil for missing teenager in Chalfant at the community center.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Mickey Brown, Mammoth Voices:

- Mammoth Lakes Community Housing Summit, Nov 2 – 4 at Little Eagle.

2. RECOGNITIONS

A. Employee Service Award Ceremony

Departments: CAO

(Leslie Chapman) - Award ceremony for employees with five, ten, fifteen, twenty, twenty-five and thirty years of dedicated service to the County.

Note:

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Action: Convene ceremony and present awards.

Leslie Chapman, CAO:

- Presented awards.

Robin Roberts
Louis Molina
Amber Reigle
Shirley Martin
Heather Edwall
Bertha Jimenez
Becky Buccowich
Jenny Lucas
Brent Peterson
Kevin Douda
Alex Johnson
Debra Diaz
Job Drozd
Mary Clark
Steve Amundson
Josh Rhodes
Steve Reeves
Ed Spradlin
Debra Ybarra

Break: 9:50 AM

Reconvene: 10:10 AM

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Supervisor Gardner: there are two people who do not wish to be recognized, but we thank them very much.
- Scheereen's birthday.
- Meeting weekly about the Mono County Civic Center.
- Meeting with Sheriff's management.
- Meeting about Sierra Center mall to determine status. Making sure we have a place to stay if we are a few months late getting the building done.
- Met with department heads.
- Salary survey second round of meetings.
- Leadership breakfast next week both Wednesday and Thursday morning. Ariana Weiner.

4. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Missing person's investigation in Chalfant update.
- Supervisor Stump: incident with a man passing away up Rock Creek, wanted to compliment dispatcher for handling both issues so well.

Note:

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5. CONSENT AGENDA

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

A. Resolution to Amend Allocation List - County Counsel

Departments: County Counsel

Proposed resolution amending the County list of allocated positions to add one Deputy County Counsel III and to delete one Deputy County Counsel II in the department of County Counsel.

Action: Adopt proposed resolution R18-64, Authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to add one Deputy County Counsel III position and delete one County Counsel II position in the department of County Counsel.

Peters moved; Stump seconded

Vote: 5 yes; 0 no

R18-64

B. Appointments to Special Districts in Lieu of Election

Departments: Elections

In certain circumstances, the Mono County Board of Supervisors has the authority to appoint members to various Special District boards in lieu of election, per Elections Code 10515 and Board Resolution 12-64.

Action:

Appoint members to fill Special District board vacancies as follows:

Antelope Valley Fire Protection District: Robert Dunn

Bridgeport Fire Protection District: Jim Jeude; Dan Love; Jason Bullington

Chalfant Valley Fire Protection / Community Services District: Charlie Waldriff; Frank Bauer

June Lake Fire Protection District: M. Karen O'Keefe; Paul McCahon

Lee Vining Fire Protection District: Narcisco Vargas; Santiago Escruceria

Long Valley Fire Protection District: Kim Czeschin; Sharon Shaw

Mammoth Lakes Fire Protection District: Roger Curry; Breton Bihler

Mono City Fire Protection District: David Swisher; Bartshe Miller

Paradise Fire Protection District: Mark Daniel; Pat Pontak; Melissa Carey

Wheeler Crest Fire Protection District: Glenn Inouye; Brent Miller

White Mountain Fire Protection District: Jeffrey Gordon; Jennifer Sarten; Bud Moody

Bridgeport Public Utility District: Ken Reynolds; Donna Simensen

Lee Vining Public Utility District: Tom Strazdins

June Lake Public Utility District: Barbara Miller; Mary Hallum

Antelope Valley Water District: Les Chichester; Thomas Summers

Birchim Community Services District: Patricia Corto; Joan Stern

Note:

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Hilton Creek Community Services District: Isabel S Connolly; Cynthia Adamson; Garrett Higerd

Mammoth Lakes Community Services District: Joel Brown (2020); Gerard Oliveira (2022)

Wheeler Crest Community Services District: Glenn Inouye; Charles Tucker

Tri-Valley Groundwater Management District: Director A: Carol Ann Mitchell; Marion Dunn

Tri-Valley Groundwater Management District: Director B: Richard Moss

Stump moved; Peters seconded

Vote: 5 yes; 0 no

M18-219

Supervisor Stump:

- For many districts, participation is completely volunteer. Really appreciate every individual on here giving their time since it's not compensated. Example of citizen participation that keeps the County going.

Helen Nunn, Assistant Clerk-Recorder:

- Lee Vining Fire, Cedar Barager; has resigned and asked to not be reinstated. Deleting his name from the list.

Supervisor Peters:

- Thanked County Counsel and Clerk's office for putting in time to clarify concerns in his district.

C. McFlex/Civic Center Real Property Transactions

Departments: CAO

A Resolution: (1) authorizing the County Administrative Officer to accept and consent to the recordation of two grant deeds from the Town of Mammoth Lakes transferring portions of APN 035-010-064 (Parcel A-3 and Mono County Civic Center Parcel as shown in Exhibits "A" and "B", the "Property") for the purposes of constructing a County Civic Center building, parking, and access improvements; and (2) approving and authorizing the CAO to execute, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over Parcel A-3 for road and right-of-way purposes to the Town of Mammoth Lakes in substantially the form set forth in Exhibit "C."

Action: Adopt proposed resolution R18-65, Authorizing the County Administrative Officer to accept and consent to recordation of two grant deeds from the Town of Mammoth Lakes for portions of APN 035-010-064, for the purposes of constructing a county civic center, parking, and access improvements and approving, subject to the simultaneous occurrence of specified conditions, an irrevocable offer of dedication over the property for road and right-of-way purposes to the Town of Mammoth Lakes.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

R18-65

Stacey Simon, County Counsel:

Note:

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- Added boiler plate language to the delegation of Authority to the CAO, to recognize that there may be things that are unforeseen. Authorizes the CAO to accept anything else that will be discovered as the transaction moves forward.

D. Correcting Resolution for sale of 71 Davison, Mammoth Lakes, CA

Departments: County Counsel and Behavioral Health

Proposed resolution declaring the County's intention to sell certain County-owned surplus real property (APN 031-070-011), specifying the terms and conditions of sale and superseding and replacing R18-61.

Action: Adopt proposed resolution R18-66, Declaring its intention to sell certain County-owned surplus real property (APN 031-070-011), specifying the terms and conditions of the sale and superseding and replacing resolution R18-61.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R18-66

Stacey Simon:

- Amendment: Section 7 - any brokers fee will only be payable upon close of escrow.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Application for Alcoholic Beverage License

An application from the Department of Alcoholic Beverage Control for an alcoholic beverage license for Sierra Meadows - Mammoth, LLC. Location: 1 Sherwin Creek Road in Mammoth Lakes.

B. Caltrans Letter Regarding the Conway Ranch Shoulders Project

The State of California, Department of Transportation (Caltrans) will be conducting preliminary environmental surveys for the proposed Conway Ranch Shoulders project, which proposes to widen the existing paved shoulders, install skipped rumble strips, correct a compound curve, and lengthen a chain up area. The letter serves as a courtesy to notify of the upcoming activity.

C. Price Paige and Company Letter of Engagement

A letter from Price Paige and Company describing their responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and the Uniform Guidance.

Note:

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7. REGULAR AGENDA - MORNING

A. Comment Letter in Response to LADWP's Notice of Preparation of a Draft Environmental Impact Report

Departments: CDD, County Counsel

(Wendy Sugimura) - Scoping comment letter in response to a Notice of Preparation from the Los Angeles Department of Water and Power on the Mono County Ranch Lease Renewal Project.

Action: Approve scoping comment letter for submittal by the Board, with any desired modifications, and authorize the Board Chair to sign.

Stump moved; Halferty seconded

Vote: 5 yes; 0 no

M18-220

Wendy Sugimura, Community Development Director:

- Not too many changes from the draft.
- Baseline language changed a bit, sage grouse language and some new information, which alternatives we are suggesting.
- Thanked everyone that worked on the letter.

Stacey Simon:

- Received notice that email submission is okay.

B. Employment Agreement for Public Works Director

Departments: CAO

(Leslie Chapman, Tony Dublino) - Proposed resolution approving a contract with Tony Dublino as Public Works Director, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce the fiscal impact. Approve Resolution R18-67, Approving a contract with Tony Dublino as Public Works Director for a term of three years from October 17, 2018 through November 1, 2021. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Announce the fiscal impact. The cost for this position for the remainder of FY 2018-2019 (November 1 to June 30th) is approximately \$133,499 of which \$81,600 is salary and \$51,899 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2018-2019) will be \$200,248 of which \$122,400 is annual salary; and \$77,848 is the cost of the benefits.

Peters moved; Halferty seconded

Vote: 5 yes; 0 no

R18-67

Leslie Chapman:

- Introduced item.
- Clarified that the Assistant CAO position is now open.

Fiscal impact announced by Chair Gardner.

Note:

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C. Amendment to Employment Agreement with Jason Canger

Departments: County Counsel

(Stacey Simon) - Proposed resolution approving agreement and first amendment to the employment agreement of Jason Canger to change Mr. Canger's title to Deputy County Counsel III and implement corresponding salary adjustment.

Action: Announce Fiscal Impact. Approve Resolution #R18-68, approving an amendment to the employment contract with Jason Canger as Deputy County Counsel, Authorize the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact: The fiscal impact associated with this item for fiscal year 2018-19 is \$15,642. Of that amount, \$11,048 is salary, \$3,408 is the cost of benefits and \$1,186 is the cost of the County's contribution to PERS. These amounts were included in the FY2018-19 Phase II budget.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

R18-68

Stacey Simon

- Introduced item

Fiscal impact announced by Chair Gardner.

D. Employment Agreement for Chief Probation Officer

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R18-69, Approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2018-2019 (October 16th to June 30th) is approximately \$134,154 of which \$81,413 is salary and \$52,740 is the cost of the benefits and was included in the approved budget. Total cost for a full fiscal year (2018-2019) will be \$189,393 of which \$114,936 is annual salary; and \$74,457 is the cost of the benefits, as amended.

Peters moved; Halferty seconded

Vote: 5 yes; 0 no

R18-69

Note:

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Dave Butters, HR Director:

- Introduced item.

Stacey Simon:

- Correction: Paragraph 4, 2018.

Supervisor Peters:

- Thanked Karin for her presence in the community.

Fiscal impact announced by Chair Gardner.

E. Employment Agreement for the County Administrative Officer

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract with Leslie Chapman as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R18-70, Approving a contract with Leslie Chapman as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2018-2019 (November 1, 2018 through June 30, 2019) is approximately \$187,310 of which \$115,600 is salary, and \$71,710 is the cost of the benefits and was included in the approved budget, as amended.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R18-70

Dave Butters:

- Introduced item.
- Corrections: November to October, 2.7 to 2.5 %

Fiscal impact announced by Chair Gardner.

Break: 10:51 AM

Reconvene: 11:04 AM

Move to item 12.

F. Short-term Rental Activity Permit 18-006/Prince

Departments: Community Development - Planning

Public Hearing 11:30 AM - 20 minutes

(Michael Draper) - Public hearing to consider approving a non-owner-occupied (Type III) short-term rental use in a 2-bedroom single-family residential unit at 46 Leonard Ave. (APN 015-101-004) in June Lake. The land use designation is

Note:

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Single-Family Residential (SFR).

Action: Conduct public hearing. Make findings listed in the staff report approve Short-term Rental Activity Permit 18-006/Prince.

Gardner moved; Corless seconded

Vote: 4 yes; 1 no

M18-221

Public Hearing Opened 11:30 AM

Michael Draper, Planning Analyst:

- Introduced item, went through presentation.
- Use permit approved by planning commission.
- Planning commission approved commercial lodging standards to be applied to this property.
- **Supervisor Stump:** There been an evaluation of this driveway and parking area? Whether or not it complies with the parking or load carrying capacity of vehicles? Two other permittees were required to take corrective action within the year.
- Requiring that parking area be paved or of similar material is included in the use conditions of approval.

Supervisor Stump:

- Wants to confirm with the agent that both she and the representative of the trust are aware that until the parking is corrected, that there are to be no short-term rentals on the property.

Connie Lear:

- No parking in front of the house, asked that a loading and unloading only sign be required by planning commission.

Stacey Simon:

- In staff report recommended actions, the Board can adopt the findings set forth in the staff report.

Public Hearing Closed: 11:51 AM

Supervisor Halferty:

- Not supportive of this. Doesn't believe property complies with the land use designation.
- Voted no.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 11:53 AM

A. Closed Session--Human Resources

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

Note:

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Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Desert Survivors, et al. v. United States Department of Interior, et al. (Case No. 3:16-cv-01165-JCS).

Reconvene: 1:02 PM

Nothing to report out of Closed Session.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Patricia Robertson, Mammoth Lakes Housing (MLH):

- Town of Mammoth Lakes has found funding for housing assistance. Any interest, contact MLH.

11. REGULAR AGENDA - AFTERNOON

A. Public Hearing - Community Development Block Grant

Departments: Finance

(Megan Mahaffey) - Public hearing regarding accomplishments of Community Development Block Grant 2015 Notice of Funding Availability (NOFA) award.

Action: Hold a public hearing to hear about the accomplishments of the Community Development Block Grant award. Provide any desired direction to staff.

Janet Dutcher, Finance Director:

- Introduced item. Explained grant.
- Circulated a sign-up sheet.
- Explicit documentation in purchasing methods.
- Joe's experience helped us to justified purchasing approach.

Public Hearing opened: 1:06 AM

Molly DesBaillets, First 5:

- Funds were able to open 2 new centers in the County.
- First new centers in 10 years.

Note:

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- Supported First 5, increase some indicators.
- More child care slots available, more certified preschool teachers.
- Serviced 54 people include parents and children.
- Allowed several families to have two-income households.

Joe Blanchard, Public Works:

- ADA Improvements by Public Works – Facilities:
- Mono Lake Park – parking, path of travel, restrooms.
- Crowley Lake Park – same.
- All projects included a high-level of expertise.

Wendy Sugimura:

- Funds provided made the following available:
- Housing needs assessment (available online).
- Updated the justification study for the housing mitigation ordinance.
- The Housing workshop.

Public Hearing Closed 1:29 PM

B. Quarterly Update on the Mono County Revolving Loan Program - Housing

Departments: Finance, Community Development Department

(Patricia Robertson) - Receive a property update from Mammoth Lakes Housing and a financial update from the Finance Department on use of Mono County Revolving Loan Fund as per Resolution 17-86 for the quarter ended June 30, 2018.

Action: Receive update. Provide any desired direction to staff.

Janet Dutcher:

- Introduced item.
- Meridian Court loan.
- Fund is back to having \$300,000; awaiting the next possibility.
- MLH can tap into this financing.
- 3 loans in 2016-17.

Patricia Robertson, MLH Executive Director:

- Monitors 40 deed restricted homes

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- 10/12: Met with Mayor Hoff and Reds Meadow Resort owner Bobby Tanner regarding Reds Meadow Rd concerns, Tanner reported increased Madera County activity/presence in the valley; will reach out to Madera Supervisor Tom Wheeler; while county boundary adjustment project is pending/progressing behind the scenes, need to assure public safety is first priority for all.
- LTC 10/15/18

Note:

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- 5G implementation—proximity of infrastructure; local gov, Caltrans role in infrastructure for autonomous vehicles.
- Interagency cooperation on snow removal/passes: draft agreement in the works, Caltrans working on it. NPS not included in this...coordination with park up to county.
- EV Charging Station Update: Proposed public EV universal charging stations. Fred—time to advocate for state-level funding to support building out of charging infrastructure.
- Approved reallocating spending about \$80K for Benton Crossing Rd project (RTSP)
- ESTA: Staffing update; approved reallocating Cal OES funds for security camera installation on busses.
- Upcoming:
- DWP Commissioner Aura Vasquez holding office hours in Bishop this Thursday
- Monday, Oct 22 Community Conversation (also last day to register to vote)
- Mammoth Lakes Community Housing Summit Nov 2-4

Supervisor Gardner:

- Last Tuesday night I attended the Bishop City Council meeting with John Wentworth and Jeff Griffiths to help present the ESCOG Joint Powers Authority proposal. The Bishop City Council approved the concept after a short discussion. Earlier that day, the Inyo County Board of Supervisors also approved the concept.
- On Wednesday the 10th I attended the Mono Basin RPAC meeting. There was a healthy discussion about dispersed camping in the Mono Basin, and the potential danger of wildfires from the increased numbers of people in outlying areas.
- On Thursday the 11th I attended the meeting of the Yosemite Gateway Partnership in Yosemite Valley. There was much discussion about the impact and aftermath of the Ferguson Fire, and lessons learned from that event. There was also an update from Park Superintendent Mike Reynolds about various activities in the Park, including the current tree thinning and logging operations. Mike also agreed to come over the Lee Vining in November to meet with local businesses about the process and policies regarding the opening of the Tioga Road each spring.
- Next week I will be traveling to Washington, DC to participate in White House briefings for California/Alaska/Hawaii County Supervisors. I will also be meeting with NACO and selected federal officials about our Eastern Sierra Recreation Partnership initiative.

Supervisor Halferty:

- On October 12th I participated in a webinar hosted by the State Housing and Community Development Department on the draft guidelines for SB35. Comments are due by the end of the month. The State is looking for feedback from planning departments and others on how the new law will be rolled out throughout the state. I am reviewing the guidelines and will be providing comments as appropriate.

Supervisor Peters:

- 9th BP RPAC – Bridgeport Main Street Banner
- 10th ESAAA – Georgette Noble First meeting
- 10th AV TH – Fire District/CERT/HOSPICE 501c3/BH Amanda Greenberg & David Hathaway. Statewide and local election ballot items. Helen Nunn and Shannon Kendall
- 11th Senior Center/Thrift Store Recycle Center Closing
- 11th CSAC Special BOD Meeting PROP 5 & 6 Resource Sharing
- 11th AV CERT Chris Smallcomb
- 13th DU Dinner
- 15th LTC ESTA ED, Shortage of Funding for Buses as the Federal match of 80 Cal Trans Road Projects
- 15th Doug Wilson Thanks For Service
- Upcoming:

Note:

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

- Town Hall in Bridgeport December 5t

Supervisor Stump:

- 10-10: Attended the Eastern Sierra Agency on Aging meeting. The advisory Board approved the percentage funding split between Inyo and Mono Counties. Mono County's share had increased slightly. ESAAA is a bi-county agency.
- 10-11: Attended the hazardous / explosive material demolition at the Benton Crossing Landfill. Thank you's to the Mono SO, Environmental Health, Solid Waste, US Navy EOD, and Long Valley Fire for a successful operation. FBI also sent a representative. This was handled the way it should have been by all parties to insure the safety of the public and employees. It did cause a small amount of Landfill operations disruption, but Public Works took steps to minimize any interruption. Good job by all.
- 10-15: Attended the Local Transportation Commission meeting. \$80,000 moved towards Phase 1 of Benton Crossing Road rehabilitation. ESTA commented on the hiring of both their new director and a new Mammoth operations coordinator. Authorization was also given to ESTA to move grant funding to provide for security cameras on all busses. Cal Trans reported that this year's North County projects should be wrapping up as all paving is complete.

Moved to item 7F.

ADJOURNED at 1:42 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: County Counsel

TIME REQUIRED

SUBJECT Proposed Amendment to Mono
County Conflict of Interest Code

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution of the Mono County Board of Supervisors Amending the County's Conflict of Interest Code.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Amending the County's Conflict of Interest Code.

FISCAL IMPACT:

None.

CONTACT NAME: Anne Larsen

PHONE/EMAIL: 760 924-1707 / alarsen@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| Staff Report - Mono County Conflict Code Amendment |
| Resolution Amended Mono County Conflict of Interest Code 2018 |
| Redline - Proposed Mono County Conflict of Interest Code |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 11/1/2018 1:48 PM | County Administrative Office | Yes |
| 11/1/2018 1:24 PM | County Counsel | Yes |

11/1/2018 3:48 PM

Finance

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Anne Larsen

Date: November 6, 2018

Re: Consent agenda item re amendment to Mono County conflict-of-interest code

All local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. Such codes and amendments thereto are not effective until duly approved by the "code-reviewing body." The Board of Supervisors is the code-reviewing body for the County's conflict-of-interest code.

The proposed 2018 amendment to the Mono County Conflict of Interest Code complies with all applicable statutory requirements. Accordingly, I recommend Board approval of the amended Mono County Conflict of Interest Code.

Fiscal Impact

None.

If you have any questions on this matter prior to your meeting, please call me at 924-1707.



RESOLUTION NO. R18-___

RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING THE COUNTY'S CONFLICT-OF-INTEREST CODE

WHEREAS, the Mono County Board of Supervisors finds that revisions to Mono County's conflict-of-interest code are necessary; and

WHEREAS, the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

WHEREAS, the Mono County Board of Supervisors has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Conflict-of-Interest Code of Mono County is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference; and as so amended, is hereby approved.

APPROVED AND ADOPTED this day of November 2018, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

Chair
Board of Supervisors,
County of Mono

APPROVED AS TO FORM:

ATTEST: _____
CLERK OF THE BOARD COUNTY COUNSEL

1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**
3 **OF MONO COUNTY**

4
5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by
10 reference and may be amended by the Fair Political Practices Commission after public notice and
11 hearings to conform to amendments of the Political Reform Act.

12 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the
13 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached
14 Appendix A in which officials and employees are designated and Appendix B in which disclosure
15 categories are set forth, constitute the conflict-of-interest code of Mono County, which is considered
16 the “agency” within the purview of this code. The conflict-of-interest code of Mono County so adopted
17 supersedes any conflict-of-interest code of Mono County previously in effect.

18 SECTION 2: Statements of Economic Interest: Filing Officer

19 Designated employees shall file Statements of Economic Interest with the Mono County Clerk-
20 Recorder, who shall be and perform the duties of the Filing Officer for the County.
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1 EXHIBIT

2 CONFLICT OF INTEREST CODE
3 OF MONO COUNTY

4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES

6 JOB TITLE

DISCLOSURE CATEGORY

7 Boards and Commissions:

8 Member, Assessment Appeals Board 1

9 Member, Construction Appeals Board 1

10 Member, County Service Area Board 2, 3, 4

11 Member, Fisheries Commission 1

12 Member, Grand Jury 1

13 Member, Economic Development, Tourism & Film Commission 1

14 Member, Treasury Oversight Committee 1

15 The Management Group:

16 Agricultural Commissioner 1

17 Animal Control Program Coordinator 2

18 Assessor 1

19 Assistant Assessor 1

20 Assistant County Clerk-Recorder-Registrar 1

21 Assistant County Counsel 1

22 Assistant County Administrative Officer 1

23 Assistant Director of Finance 1

24 Assistant District Attorney 1

25 Associate Engineer I 2

26 Building Official 1

27 Chief District Attorney Investigator 1

28 Chief Probation Officer 1

Community Development Director 1

Consultant 1*

County Clerk-Recorder-Registrar 1

County Engineer 1

Deputy County Counsel (all levels) 1

Deputy District Attorney 1

| | | |
|----|--|---|
| 1 | Director of Behavioral Health | 1 |
| 2 | Director of Economic Development / Film Commissioner | 1 |
| | Director of Public Health | 1 |
| 3 | Director of Public Works, Road Operations and Fleet Services | 1 |
| 4 | Director of Social Services | 1 |
| 5 | District Attorney Investigator | 1 |
| | Economic Development Manager | 1 |
| 6 | Emergency Medical Services Chief | 1 |
| 7 | Environmental Health Manager | 2 |
| 8 | Human Resources Director | 2 |
| | IT Director | 1 |
| 9 | Parks and Facilities Superintendent | 2 |
| 10 | Psychiatrist | 3 |
| 11 | Public Health Officer | 2 |
| | Public Works Project Manager | 2 |
| 12 | Risk Manager | 1 |
| 13 | Senior Engineer | 1 |
| 14 | Sheriff-Coroner | 1 |
| | Solid Waste Superintendent | 2 |
| 15 | Undersheriff | 1 |
| 16 | <u>The following additional positions:</u> | |
| 17 | Accountant (I-IV) | 2 |
| 18 | Administrative Services Specialist | 2 |
| 19 | Animal Control Officer | 2 |
| | Appraiser (all levels) | 1 |
| 20 | Associate Engineer 1 | 2 |
| 21 | Associate Planner | 2 |
| 22 | Auditor-Appraiser (all levels) | 1 |
| | Behavioral Health Clinical Supervisor | 2 |
| 23 | Behavioral Health Service Coordinator | 2 |
| 24 | Building Inspector | 1 |
| 25 | Business Operations Manager | 2 |
| | Code Enforcement Officer | 1 |
| 26 | Communications Director | 1 |
| 27 | Communication Manager | 2 |
| 28 | Community Development Analyst (all levels) | 1 |

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|----|--|---|
| 1 | Community Health Outreach Specialist | 2 |
| 2 | Corrections Lieutenant | 2 |
| 3 | Deputy Chief Administrative Officer | 1 |
| 4 | Deputy Probation Officer (all levels) | 2 |
| 5 | Economic Development Manager | 1 |
| 6 | Eligibility Supervisor | 1 |
| 7 | Emergency Preparedness Manager | 2 |
| 8 | Environmental Health Specialist | 2 |
| 9 | Facilities Supervisor | 2 |
| 10 | Fiscal and Administrative Services Officer | 2 |
| 11 | Fiscal and Technical Specialist | 1 |
| 12 | Fleet Services Superintendent | 2 |
| 13 | Geographic Information Systems Manager | 2 |
| 14 | Geographic Information Systems Specialist (all levels) | 2 |
| 15 | Health Program Manager/Public Health Nurse | 2 |
| 16 | Infrastructure Manager | 2 |
| 17 | Inventory and Purchasing Technician | 2 |
| 18 | IT Communications Specialist | 2 |
| 19 | IT Specialist (all levels) | 2 |
| 20 | IT System Administrator | 2 |
| 21 | Mental Health Services Act Coordinator | 2 |
| 22 | Network Administrator | 2 |
| 23 | Paramedic Station Captain | 2 |
| 24 | Payroll & Benefits Manager | 2 |
| 25 | Planner (all levels) | 1 |
| 26 | Probation Aide II | 1 |
| 27 | Probation Assistant | 1 |
| 28 | Psychiatric Nurse Practitioner | 2 |
| 29 | Public Safety Lieutenant | 2 |
| 30 | Public Safety Sergeant | 2 |
| 31 | Public Works Maintenance Supervisor | 2 |
| 32 | Road Operations Superintendent | 2 |
| 33 | Senior System Administrator | 2 |
| 34 | Sheriff Lieutenant | 1 |
| 35 | Sheriff Records Manager | 2 |
| 36 | Sheriff Sergeant | 2 |
| 37 | Social Services Staff Analyst | 2 |

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|---|---|---|
| 1 | Social Services Program Manager | 2 |
| 2 | Social Worker Supervisor | 1 |
| 3 | Solid Waste Supervisor | 1 |
| 4 | Staff Services Manager | 2 |
| 5 | Supervising Integrated Caseworker | 2 |
| 6 | Tobacco Control Program Coordinator | 2 |
| 7 | WIC Program Director/Registered Dietician | 2 |

8 *The County Administrative Officer may determine in writing that a particular consultant, although a
9 "designated employee", is hired to perform a range of duties that are limited in scope and thus is not
10 required fully to comply with disclosure requirements described in this Exhibit. Such written
11 determination shall include a description of the consultant's duties and, based upon that description, a
12 statement of the extent of disclosure requirements. The CAO's determination is a public record and
13 shall be retained for public inspection in the same manner and location as the conflict-of-interest code.

14 **NOTE:** The following elected and appointed positions are not designated within this Code because
15 individuals occupying such positions (and candidates for such positions) must file disclosure
16 statements pursuant to *Government Code* section 87200, *et seq.*:

- 17 • County Administrative Officer;
- 18 • County Counsel;
- 19 • Director of Finance;
- 20 • District Attorney;
- 21 • Members of the Board of Supervisors;
- 22 • Members of the Planning Commission;
- 23 • Treasurer / Tax Collector;
- 24 • Veteran's Service Officer;

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1 **EXHIBIT**

2 **CONFLICT OF INTEREST CODE**
3 **OF MONO COUNTY**

4 **APPENDIX B**

5 LIST OF DISCLOSURE CATEGORIES

6 DISCLOSURE CATEGORIES

- 7 1. All reportable investments, business positions, income and interest in real
8 property.
- 9 2. Reportable investments in, business positions in, and income from entities
10 providing supplies, services, or equipment of the type used by the designated
11 employee's department, board, commission or office.
- 12 3. Reportable investments, business positions in, and income from sources located
13 in or doing business in the territorial jurisdiction of the designated employee's
14 board or commission.
- 15 4. Reportable interests in real property located within the territorial jurisdiction of
16 the designated employee's board or commission.
- 17 5. All reportable investments and business positions in business entities which, in
18 the previous two years, have done business in Mono County or with any other
19 government agency whose affairs may be subject to grand jury scrutiny (e.g., the
20 Town of Mammoth Lakes or a special district within the County).
- 21 6. All reportable income from sources which, in the previous two years, have done
22 business with Mono County or with any other government agency whose affairs
23 may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a
24 special district within the County).
- 25 7. All reportable interests in real property.
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1 EXHIBIT

2 CONFLICT OF INTEREST CODE
3 OF MONO COUNTY

4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES

| 6 | <u>JOB TITLE</u> | <u>DISCLOSURE CATEGORY</u> |
|----|---|----------------------------|
| 7 | <u>Boards and Commissions:</u> | |
| 8 | Member, Assessment Appeals Board | 1 |
| 9 | Member, Construction Appeals Board | 1 |
| 10 | Member, County Service Area Board | 2, 3, 4 |
| 11 | Member, Fisheries Commission | 1 |
| 12 | Member, Grand Jury | 1 |
| 13 | Member, Economic Development, Tourism & Film Commission | 1 |
| 14 | Member, Treasury Oversight Committee | 1 |
| 15 | <u>The Management Group:</u> | |
| 16 | <u>Agricultural Commissioner</u> | <u>1</u> |
| 17 | Animal Control Director <u>Program Coordinator</u> | 2 |
| 18 | Assessor | 1 |
| 19 | Assistant Assessor | 1 |
| 20 | Assistant County Clerk-Recorder-Registrar | 1 |
| 21 | Assistant County Counsel | 1 |
| 22 | <u>Assistant County Administrative Officer</u> | <u>1</u> |
| 23 | Assistant Director of Finance | 1 |
| 24 | Assistant District Attorney | 1 |
| 25 | Associate Engineer I | 2 |
| 26 | Building Official | 1 |
| 27 | Chief District Attorney Investigator | 1 |
| 28 | Chief Probation Officer | 1 |
| 29 | Community Development Director | 1 |
| 30 | Consultant | 1* |
| 31 | County Clerk-Recorder-Registrar | 1 |
| 32 | County Engineer | 1 |
| 33 | Deputy County Counsel <u>(all levels)</u> | 1 |
| 34 | Deputy District Attorney | 1 |

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| 1 | Director of Behavioral Health | 1 | |
| 2 | Director of Economic Development / Film Commissioner | 1 | |
| 3 | Director of Public Health /EMS | | 1 |
| 4 | Director of Public Works, Road Operations and Fleet Services | 1 | |
| 5 | Director of Social Services | 1 | |
| 6 | District Attorney Investigator | 1 | |
| 7 | Economic Development Manager | 1 | |
| 8 | Emergency Medical Services Chief | 1 | |
| 9 | Environmental Health Manager | 2 | |
| 10 | Human Resources Director Manager | | 2 |
| 11 | IT Director | 1 | |
| 12 | Parks and Facilities Superintendent | 2 | |
| 13 | Psychiatrist | 3 | |
| 14 | Public Health Officer | 2 | |
| 15 | Public Works Project Manager | 2 | |
| 16 | Risk Manager | 1 | |
| 17 | Senior Engineer | 1 | |
| 18 | Sheriff-Coroner | 1 | |
| 19 | Solid Waste Superintendent | 2 | |
| 20 | Undersheriff | 1 | |
| 21 | <u>The following additional positions:</u> | | |
| 22 | Accountant (I-IV) | 2 | |
| 23 | Administrative Services Specialist | 2 | |
| 24 | Animal Control Coordinator Officer | | 2 |
| 25 | Appraiser (all levels) | 1 | |
| 26 | Associate Engineer I | 2 | |
| 27 | Associate Planner | 2 | |
| 28 | Auditor-Appraiser (all levels) | 1 | |
| 29 | Behavioral Health Clinical Supervisor | 2 | |
| 30 | Behavioral Health Service Coordinator | 2 | |
| 31 | Building Inspector | 1 | |
| 32 | Business Operations Manager | 2 | |
| 33 | Code Enforcement Compliance Officer | | 1 |
| 34 | Communications Director | 1 | |
| 35 | Communication Manager | 2 | |
| 36 | Community Development Analyst (all levels) | 1 | |

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|----|---|--------------|-------------------------|
| 1 | | | |
| 2 | Community Health Outreach Specialist | 2 | |
| 3 | Corrections Lieutenant | 2 | |
| 4 | Deputy Chief Administrative Officer | 1 | |
| 5 | Deputy Probation Officer (all levels) | 2 | |
| 6 | Economic Development Manager Coordinator | | 1 |
| 7 | Eligibility Supervisor | 1 | |
| 8 | Emergency Preparedness Manager | 2 | |
| 9 | Environmental Health Specialist | 2 | |
| 10 | Facilities Supervisor | 2 | |
| 11 | Fiscal and Administrative Services Officer | 2 | |
| 12 | Fiscal and Technical Specialist, Social Services (IV) | | |
| 13 | 1 Fiscal and Technical Specialist, Sheriff's Office (IV) | | 2 |
| 14 | Fiscal and Technical Specialist, Finance (II-IV) | 2 | |
| 15 | Fleet Services Super intendent ervisor | | 2 |
| 16 | Geographic Information Systems IS-Manager | | 2 |
| 17 | Geographic Information Systems S Specialist (all levels)-III | 2 | |
| 18 | Health Program Manager/Public Health Nurse | 2 | |
| 19 | Infrastructure Manager | 2 | |
| 20 | Inventory and Purchasing Technician | 2 | |
| 21 | IT Communications Specialist | 2 | |
| 22 | IT Specialist (all levels) | 2 | |
| 23 | IT System Administrator | 2 | |
| 24 | Mental Health Services Act Coordinator Care Manager | | 2 |
| 25 | Network Administrator | 2 | |
| 26 | Paramedic Station Captain | 2 | |
| 27 | Payroll & Benefits Manager | 2 | |
| 28 | Planner (all levels) | 1 | |
| 29 | Probation Aide II | 1 | |
| 30 | Probation Officer Assistant | | 21 |
| 31 | Psychiatric Nurse Practitioner | 2 | |
| 32 | Public Safety Lieutenant | 2 | |
| 33 | Public Safety Sergeant | 2 | |
| 34 | Public Health Nursing Director | 2 | Public Works |
| 35 | Maintenance Supervisor | 2 | |
| 36 | Road Operations Super intendent visor | | 2 |
| 37 | Senior System Administrator | 2 | |

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| 1 | <u>Sheriff Lieutenant</u> | <u>1</u> |
| 2 | <u>Sheriff Records Manager</u> | <u>2</u> |
| 3 | <u>Sheriff Sergeant</u> | <u>2</u> |
| 4 | Social Services Staff Analyst | 2 |
| 5 | Social Services Program Manager | 2 |
| 6 | Social Worker Supervisor | 1 |
| 7 | Solid Waste Supervisor | 1 |
| 8 | Staff Services Manager | 2 |
| 9 | <u>Supervising Integrated Caseworker</u> | <u>2</u> |
| 10 | Tobacco <u>Control Program Coordinator</u> Education Administrator | 2 |
| 11 | WIC <u>Program Director/Registered Dietician</u> | <u>2</u> |

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*The County Administrative Officer may determine in writing that a particular consultant, although a “designated employee”, is hired to perform a range of duties that are limited in scope and thus is not required fully to comply with disclosure requirements described in this Exhibit. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The CAO’s determination is a public record and shall be retained for public inspection in the same manner and location as the conflict-of-interest code.

NOTE: The following elected and appointed positions are not designated within this Code because individuals occupying such positions (and candidates for such positions) must file disclosure statements pursuant to *Government Code* section 87200, *et seq.*:

- County Administrative Officer;
- County Counsel;
- Director of Finance;
- District Attorney;
- Members of the Board of Supervisors;
- Members of the Planning Commission;
- Treasurer / Tax Collector;
- Veteran’s Service Officer;

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EXHIBIT

CONFLICT OF INTEREST CODE OF MONO COUNTY

APPENDIX B

LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interest in real property.
2. Reportable investments in, business positions in, and income from entities providing supplies, services, or equipment of the type used by the designated employee's department, board, commission or office.
3. Reportable investments, business positions in, and income from sources located in or doing business in the territorial jurisdiction of the designated employee's board or commission.
4. Reportable interests in real property located within the territorial jurisdiction of the designated employee's board or commission.
5. All reportable investments and business positions in business entities which, in the previous two years, have done business in Mono County or with any other government agency whose affairs may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a special district within the County).
6. All reportable income from sources which, in the previous two years, have done business with Mono County or with any other government agency whose affairs may be subject to grand jury scrutiny (e.g., the Town of Mammoth Lakes or a special district within the County).
7. All reportable interests in real property.





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Proposed Amendment to June Lake
Fire Protection District Conflict of
Interest Code

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The 2018 amended conflict of interest code adopted by the June Lake Fire Protection District requires approval by the Mono County Board of Supervisors, the code reviewing body.

RECOMMENDED ACTION:

Approve amended conflict of interest code for June Lake Fire Protection District and provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| Staff Report- June Lake Fire 2018 Conflict Code Amendment |
| JLFD Resolution 18-04 |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 5:25 AM | County Administrative Office | Yes |
| 10/23/2018 8:36 AM | County Counsel | Yes |

10/29/2018 10:04 AM

Finance

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Anne Larsen

Date: November 6, 2018

Re: Consent agenda item re amendment to June Lake Fire Protection District conflict-of-interest code

As you may recall, all local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. Such codes and amendments thereto are not effective, however, until duly approved by the "code-reviewing body." The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes of all agencies in the county other than the Town of Mammoth Lakes.

I have reviewed the revised conflict of interest code adopted by the June Lake Fire Protection District and find that it complies with all applicable statutory requirements. Accordingly, I recommend Board approval.

Fiscal Impact

None.

If you have any questions on this matter prior to your meeting, please call me at 924-1707.

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RESOLUTION NO. R18-04

**RESOLUTION OF THE JUNE LAKE FIRE PROTECTION DISTRICT
AMENDING ITS CONFLICT-OF-INTEREST CODE**

WHEREAS, the June Lake Fire Protection District finds that revisions to its conflict-of-interest code are necessary; and

WHEREAS, the June Lake Fire Protection District further finds that the most expedient way to accomplish the necessary revisions is to adopt a new conflict-of-interest code; and

WHEREAS, the June Lake Fire Protection District has reviewed the proposed amended conflict-of-interest code appearing in the Exhibit to this Resolution, including the Appendices thereto.

NOW, THEREFORE, BE IT RESOLVED by the June Lake Fire Protection District that its Conflict-of-Interest Code is hereby amended in its entirety to read as set forth in the Exhibit attached hereto and incorporated herein by this reference, subject to approval by the Mono County Board of Supervisors.

APPROVED AND ADOPTED this 9th day of October, 2018, by the following vote:

AYES : 4
NOES : 0
ABSTAIN : 0
ABSENT : 1



**President, Board of Directors
June Lake Fire Protection District**

APPROVED AS TO FORM:


LEGAL COUNSEL

ATTEST: 
SECRETARY

1 EXHIBIT

2 CONFLICT OF INTEREST CODE
3 OF THE JUNE LAKE FIRE PROTECTION DISTRICT
4

5 SECTION 1: Conflict-of-Interest Code – Adopted

6 The Political Reform Act of 1974, *Government Code* sections 81000 *et seq.* (as amended),
7 requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The
8 Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Regs. section 18730, that
9 contains the terms of a standard conflict-of-interest code. This standard code can be adopted by
10 reference, and may be amended by the Fair Political Practices Commission after public notice and
11 hearings to conform to amendments of the Political Reform Act.

12 The terms of 2 Cal. Code Regs. section 18730 and any amendments to it duly adopted by the
13 Fair Political Practices Commission are hereby incorporated by reference and, along with the attached
14 Appendix A in which officials and/or employees are designated and Appendix B in which disclosure
15 categories are set forth, constitute the conflict-of-interest code of the June Lake Fire Protection
16 District, which is considered the “agency” within the purview of this code. The conflict-of-interest
17 code of the June Lake Fire Protection District so adopted supersedes any conflict-of-interest code of
18 the June Lake Fire Protection District previously in effect.

19 SECTION 2: Statements of Economic Interest: Filing Officer

20 Designated employees and/or personnel shall file Statements of Economic Interest with the
21 Secretary of the June Lake Fire Protection District who shall be and perform the duties of the Filing
22 Officer for the June Lake Fire Protection District,
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1 EXHIBIT
2 CONFLICT OF INTEREST CODE
3 OF THE JUNE LAKE FIRE PROTECTION DISTRICT

4 APPENDIX A

5 LIST OF DESIGNATED EMPLOYEES / PERSONNEL

| 6 <u>JOB TITLE</u> | 7 <u>DISCLOSURE CATEGORY</u> |
|---------------------------|------------------------------|
| 8 Chief | 1 |
| 9 Assistant Chief | 1 |
| 10 Secretary to the Board | 1 |
| 11 Legal Counsel | 1* |
| 12 Consultant | 1* |
| 13 Battalion Chief | 2 |
| 14 Bookkeeper/Secretary | 2 |
| 15 Training Officer | 2 |

16 * June Lake Fire Protection District's Legal Counsel may determine in writing that a particular
17 consultant, although a "designated employee," is hired to perform a range of duties that are limited in
18 scope and thus is not required fully to comply with disclosure requirements described in this Exhibit.
19 Such written determination shall include a description of the consultant's duties and, based upon that
20 description, a statement of the extent of disclosure requirements. June Lake Fire Protection District's
21 Legal Counsel's determination is a public record and shall be retained for public inspection in the same
22 manner and location as this conflict-of-interest code.

23 **NOTE:** The position of Member of the Board of Directors of the June Lake Fire Protection District is
24 not designated within this Code, because it is classified as "other public officials who manage public
25 investments" pursuant to *Government Code* section 87200 and 2 Cal. Code Regs. section 18700.3,
26 subd. (b). Individuals occupying this position (and candidates for it) must file disclosure statements
27 pursuant to *Government Code* section 87200, *et seq.* **Members of the Board of Directors of the June
28 Lake Fire Protection District should file original disclosure statements with its Filing Officer,
who shall make and retain a copy and forward the original to the Clerk of the Mono County
Board of Supervisors. (See Gov. Code § 87500, subd. (k).)**

29 JOB TITLE DEFINITIONS

30 "Legal Counsel" means the Mono County Counsel and/or any of his or her assistants or
31 deputies who renders legal advice or serves as legal counsel to the June Lake Fire Department; and/or
32 such other legal counsel as the June Lake Fire Protection District may choose to utilize.

33 "Consultant" means any individual or entity meeting the definition of consultant promulgated
34 in the regulations of the Fair Political Practices Commission.

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EXHIBIT
CONFLICT OF INTEREST CODE
OF THE JUNE LAKE FIRE PROTECTION DISTRICT

APPENDIX B

LIST OF DISCLOSURE CATEGORIES

DISCLOSURE CATEGORIES

1. All reportable investments, business positions, income and interests in real property.

2. Reportable investments in, business positions in, and income from entities providing supplies, services, or equipment of the type used by the designated employee's agency, board, commission or office.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Community Development

TIME REQUIRED

SUBJECT Appointment to the Mono Basin
Regional Planning Advisory
Committee

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider appointment of Oscar Lujan to the Mono Basin Regional Planning Advisory Committee (RPAC) for a partial two-year term effective immediately, expiring January 1, 2020.

RECOMMENDED ACTION:

Appoint Oscar Lujan to the Mono Basin Regional Planning Advisory Committee to fill a vacant partial two-year term, expiring January 1, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 760.924.4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Staff report - Lujan appointment |
| 1. Lujan RPAC Application |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 5:27 AM | County Administrative Office | Yes |
| 10/16/2018 1:26 PM | County Counsel | Yes |

10/22/2018 9:41 AM

Finance

Yes

Mono County Community Development Department

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

Planning Division

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

November 6, 2018

TO: Honorable Mono County Board of Supervisors
FROM: Bentley Regehr, Planning Analyst, for Bob Gardner, District 3 Supervisor
RE: Mono Basin RPAC Appointment

RECOMENDATION

Consider appointing Oscar Lujan to the Mono Basin Regional Planning Advisory Committee, as recommended by Supervisor Gardner.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The Mono Basin Regional Planning Advisory Committee (RPAC) currently has one vacant seat. Supervisor Gardner recommends Oscar Lujan fill this seat, and his application is attached with a brief description of his community interests. The seat will be filled immediately and for a partial two-year term length, with expiration on December 31, 2020. The following summarizes the status of current Mono Basin RPAC membership:

| Existing Members | Term Expires |
|-------------------------|---------------------|
| Cutting, Lisa | 12.31.19 |
| Lizza, Chris | 12.31.18 |
| Mandelbaum, Ilene | 12.31.18 |
| Miller, Bartshe | 12.31.18 |
| King, Duncan | 12.31.19 |
| Nelson, Kristie | 12.31.20 |

If you have questions regarding this matter, please contact Supervisor Gardner or Bentley Regehr at 760.924.4602.

Mono County Regional Planning Advisory Committees

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

MEMBERSHIP APPLICATION

Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

Please choose the RPAC in your area:

- | | |
|--|--|
| <input type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input checked="" type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name Oscar Lujan

Address _____

City/State/Zip Lee Vining CA 93541

Phone (day) _____ Phone (eve) _____

Email chilija@hotmail.com

Occupation/Business Cashier

Special interests or concerns about the community:

Safety, making the community come together

Signature [Signature] Date 07-19-18



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Probation

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Karin Humiston

SUBJECT Probation - Drug Court Enhancement Grant

AGENDA DESCRIPTION:

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

Mono County Probation Department has applied for and has been granted the Federal Drug Court Enhancement Grant.

RECOMMENDED ACTION:

Approval for the Mono County Probation Department to accept grant funds in the amount of \$500,000 for 48 months for the Drug Court Enhancement Grant.

FISCAL IMPACT:

Additional revenue to the Probation Department in the amount of \$125,000 per year and expenditures in the amount of \$125,000 per year for 4 years for the Drug Court Program. Availability of this grant was unknown at the time the FY 2018-19 budget was adopted. The department will adjust the budget, if necessary, during the mid-year budgetary process.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / khumiston@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| STAFF REPORT |
| Drug Court Grant Award |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 11/1/2018 5:28 AM | County Administrative Office | Yes |

10/24/2018 9:47 AM

County Counsel

Yes

11/1/2018 4:49 PM

Finance

Yes



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

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Date: October 11, 2018

Subject

Mono County Probation Department has applied for and has been granted the Federal Drug Court Enhancement Grant.

Recommendation

Approval for the Mono County Probation Department to accept grant funds of \$500,000 for 48 months for the Drug Court Enhancement Grant.

Discussion

Mono County has benefitted from the implementation of the Drug Court Program. Mono County Probation seeks to continue the Drug Court Program and solicited grant funding to achieve our goals. Mono County Probation and the Justice Partners will continue to improve Drug and Alcohol Services for offenders for 4 years within this grant.

Fiscal Impact

Revenue to the Probation Department in the amount of \$125,000 per year and Expenditures in the amount of \$125,000 per year for 4 years for the Drug Court Program.



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 25, 2018

Ms. Leslie Chapman
County of Mono
25 Emigrant Street
Bridgeport, CA 93517-0616

Dear Ms. Chapman:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Adult Drug Court Discretionary Grant Program in the amount of \$500,000 for County of Mono.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

September 25, 2018

Ms. Leslie Chapman
County of Mono
25 Emigrant Street
Bridgeport, CA 93517-0616

Dear Ms. Chapman:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, *Partnerships with Faith-Based and Other Neighborhood Organizations*, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Mono
25 Emigrant Street
Bridgeport, CA 93517-0616

4. AWARD NUMBER: 2018-DC-BX-0014

5. PROJECT PERIOD: FROM 01/01/2019 TO 12/31/2022

BUDGET PERIOD: FROM 01/01/2019 TO 12/31/2022

6. AWARD DATE 09/25/2018

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

956005661

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

086128832

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Adult Drug Court Enhancement including DUI/DWI Court

10. AMOUNT OF THIS AWARD

\$ 500,000

11. TOTAL AWARD

\$ 500,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 115-141, 132 Stat 348, 422

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Leslie Chapman
Chief Administrative Officer

17. SIGNATURE OF APPROVING OFFICIAL

Matt Dummermuth

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Leslie L. Chapman

19A. DATE

10/18/18

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

| FISCAL YEAR | FUND CODE | BUD. ACT. | OFC. | DIV. REG. | SUB. | POMS | AMOUNT |
|-------------|-----------|-----------|------|-----------|------|------|--------|
| X | B | DC | 80 | 00 | 00 | | 500000 |

21. TDCUGT1380



**AWARD CONTINUATION
SHEET
Grant**

PROJECT NUMBER 2018-DC-BX-0014

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

LC



PROJECT NUMBER 2018-DC-BX-0014

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

LC



PROJECT NUMBER 2018-DC-BX-0014

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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**AWARD CONTINUATION
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Grant**

PROJECT NUMBER 2018-DC-BX-0014

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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**AWARD CONTINUATION
SHEET
Grant**

PROJECT NUMBER 2018-DC-BX-0014

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-DC-BX-0014 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



PROJECT NUMBER 2018-DC-BX-0014

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SPECIAL CONDITIONS

29. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

30. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

31. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

32. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



**AWARD CONTINUATION
SHEET**
Grant

PROJECT NUMBER 2018-DC-BX-0014

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

36. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

37. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.

38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.

40. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.

41. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

LC



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C., 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Mono

The Adult Drug Court Discretionary Grant Program is designed to assist states, state courts, local courts, and counties, other units of local government, or Indian tribal governments to implement comprehensive strategies for enhancing drug court capacity by bridging access to both criminal justice and substance abuse treatment funds. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2018-DC-BX-0014

PAGE 1 OF 1

This project is supported under FY18(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 115-141, 132 Stat 348, 422

1 STAFF CONTACT (Name & telephone number)

Kerri Vitalo-Logan
(202) 353-9074

2 PROJECT DIRECTOR (Name, address & telephone number)

Dylan Whitmore
Deputy Probation Officer
P.O. Box 206
Bridgeport, CA 93517-0556
(760) 932-5570

3a. TITLE OF THE PROGRAM
CATEGORY 2: ENHANCEMENT

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4 TITLE OF PROJECT

Adult Drug Court Enhancement including DUI/DWI Court

5 NAME & ADDRESS OF GRANTEE

County of Mono
25 Emigrant Street
Bridgeport, CA 93517-0616

6 NAME & ADDRESS OF SUBGRANTEE

7 PROGRAM PERIOD

FROM: 01/01/2019 TO: 12/31/2022

8 BUDGET PERIOD

FROM: 01/01/2019 TO: 12/31/2022

9 AMOUNT OF AWARD

\$ 500,000

10 DATE OF AWARD

09/25/2018

11 SECOND YEAR'S BUDGET

12 SECOND YEAR'S BUDGET AMOUNT

13 THIRD YEAR'S BUDGET PERIOD

14 THIRD YEAR'S BUDGET AMOUNT

15 SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purpose of the Bureau of Justice Assistance (BJA) FY18 Adult Drug Court Discretionary Grant Program (34 U.S.C. § 10611, et seq.) is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to implement and enhance drug courts and veterans treatment courts that effectively integrate evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over substance abusing offenders. BJA allows award recipients to implement or enhance the most appropriate drug court model in order to accommodate the needs and available resources of their jurisdictions, so long as the model conforms to the 10 key components key components and the evidence-based program principles in the nationally-recognized drug court standards. To the extent that substance abuse treatment and related services are funded by an award, the drug court project must include treatment and services to address opioid abuse reduction.

The grant recipient has a fully operational adult drug court serving its jurisdiction that conforms to the 10 key components, and it will be using BJA funds to

OJP FORM 4000/2 (REV. 4-88)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Probation

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Karin Humiston

SUBJECT Change to Allocation List to Add Two
Deputy Probation Officers

AGENDA DESCRIPTION:

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

Proposed resolution amending the County List of Allocated Positions to include two new positions in the Probation Department.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution No. 18-_____, Authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add two (2) Deputy Probation Officer I/II/III positions in the Probation Department.

FISCAL IMPACT:

One (1) position to be funded by Probation Youth Offender Block Grant funds and one (1) position to be funded by Probation SB 678 funds. Salary for each position is \$41,856 annually and benefits are \$30,200 annually. No fiscal impact to the General Fund.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / khumiston@mono.ca.gov

SEND COPIES TO:

Karin Humiston

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Resolution |

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 11/1/2018 3:29 PM | County Administrative Office | Yes |
| 10/24/2018 9:45 AM | County Counsel | Yes |
| 11/1/2018 4:50 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

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Date: November 1, 2018

Subject

Proposed resolution amending the County List of Allocated Positions to include 2 new positions in the Probation Department.

Recommendation

Consider and potentially adopt Resolution No. 18-_____, a resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add two (2) DPO I/II/III positions in the Probation Department.

Fiscal Impact

One (1) position to be funded by Probation YOBG funds and one (1) position to be funded by Probation SB678 funds. Salary for each position is \$41,856 annually and benefits are \$30,200 annually. No fiscal impact to the General Fund.

Statistics and Detailed Justification

A snapshot of caseloads on November 1st is as follows:
High Risk - 23 (10 high risk, 7 PRCS/MS, 6 Drug Court)
Medium Risk - 30
Medium Risk (Carried by Juvenile Supervisor) - 15
Minimum Risk (Banked)/Court Liaison/Pretrial - 43
Juvenile - 15 (this number doubles during mid school year)
ICOTs/PRCS Contact/Adult Supervisor - 32
Juvenile Traffic (carried by Chief) – 40

Probation has been directly impacted by recent legislative changes. Prop 63 required probation officers to investigate, conduct DOJ searches, prepare search warrants, execute search warrants with Law Enforcement and report to the court within a narrow time frame. AB 109 continues to require more officer supervision through case review. Changes in Penal Code 1203.9 requires probation officers to now transfer out all cases requiring more reports and interaction with other county probation departments. Prop 47 decriminalized many drug offenses and while those cases are not being sent to prison, they are remaining and increasing in the community and generally tied to more severe offenses. Finally, SB 10, Bail Reform, while effective in 2019, Mono Probation has already implemented Pretrial Services. Probation is supervising more offenders in the community. Pretrial offenders, while not on probation, are ordered released with supervision terms of which probation is responsible.

Probation requires an additional High-Risk Officer. That officer would conduct field visits throughout Mono County for High Risk and Medium High-Risk offenders. Requirements of High-Risk supervision to include Drug Court are intensive with many offenders being seen in the community (in their home or work) twice a week and mostly in the evening and on weekends. This demand alone does not allow one High Risk Officer to be in court, prepare reports, transport offenders to jail and placement, conduct searches, take urinalysis, conduct office visits and attend staff meetings. Our current staffing does not allow one Adult Officer to effectively supervise offenders in the community.

Probation requires an additional Juvenile Officer. When working with youth, the standard practice is to consider multiplying the total number of youths supervised by four (4) to understand the time an officer works with youth, their family, school and other agencies. They are very time-consuming complex cases. There are no community-based organizations in Mono County that specializes in our youth. Further there is no Drug Program for youth in our county. The officer individualizes each youth's program where the youth spends 3-4 hours a week with the officer working on evidence-based programming tools and workbooks. Considering the changes in California's Resource Families, officers are spending 25-35% of their time in staffing, placement meetings, along with Multi-Disciplinary Team meetings, Wrap Around Meetings, School staffing, treatment meetings and many more meetings requiring the Officer's presence. This doesn't include the officer's requirement to visit each placement where a youth is ordered once a month. Some placement visits require an overnight stay for the officer and youth may be in placement throughout the state thereby requiring multiple trips. Juvenile officers also transport youth to detention which is located in Tahoe. One transport to detention requires two days of an officer's time given the trip, reports, meetings and other requirements associated with detaining a youth. Transporting a youth requires two officers – one to drive and the other to attend to the youth. The Juvenile Officer must also be training and be able to execute those same duties as equivalent staff in Social Services. This means they have to be trained and continue to be certified in the same assessment and processes. Juvenile Probation Officers have the same requirement of contacts as adult in that each youth is evaluated for risk and then assigned a level of risk. High Risk youth are seen with the same frequency in the field as adult. Our current staffing does not allow one Juvenile Officer to effectively supervise youth in the community.



R18-__

**A RESOLUTION OF THE MONO COUNTYBOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE
COUNTY OF MONO LIST OF ALLOCATED POSITIONS TO ADD 2 DEPUTY
PROBATION OFFICER I/II/III POSITIONS IN THE DEPARTMENT OF PROBATION**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions; and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to increase the allocation of a full-time permanent Deputy Probation Officer I/II/III in the Department of Probation by 2 (new total of 8) (salary range of \$3629 - \$4869 per month);

PASSED, APPROVED and ADOPTED this 6th day of November, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Scheereen Dedman
Clerk of the Board

Stacey Simon
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Community Development

TIME REQUIRED

SUBJECT USGS Joint Funding Agreement FY
2019

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Agreements with United States Geological Survey (USGS) and Ormat Nevada, Inc. (Ormat) for FY 2019 Funding of Long Valley Hydrologic Monitoring Program

RECOMMENDED ACTION:

Authorize the Director of the Mono County Community Development Director to execute (1) the USGS Joint Funding Agreement No. 19WSCA600095610 and (2) Agreement Between the County of Mono and Ormat Nevada, Inc. Providing for the Reimbursement of Costs for Complying with Long Valley Hydrologic Advisory Committee Monitoring Program for Fiscal Year 2019 to fund the Long Valley hydrologic monitoring program for Fiscal Year 2019.

FISCAL IMPACT:

No fiscal impact as all programs costs incurred will be paid by Ormat.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 760-924-1826 / ncriss@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report re LVHAC Monitoring](#)

[Joint Funding Agreement FY2019](#)

[County-Ormat Agreement](#)

History

| Time | Who | Approval |
|---------------------|------------------------------|-----------------|
| 11/1/2018 5:38 AM | County Administrative Office | Yes |
| 10/22/2018 10:35 AM | County Counsel | Yes |
| 11/1/2018 3:55 PM | Finance | Yes |

Mono County Community Development Department

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

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

October 16, 2018

To: Board of Supervisors

From: Nick Criss, Code Enforcement Officer
Wendy Sugimura, Director

Re: LONG VALLEY HYDROLOGIC MONITORING FUNDING AGREEMENTS

Recommendation

Authorize Community Development Director to sign the United States Geological Survey (USGS) Joint Funding Agreement (JFA) 19WSCA600095610 and the 2018 agreement with ORMAT to fund the Long Valley hydrologic monitoring program for fiscal year 2018.

Fiscal Impact

None. The proposed agreement commits Ormat to fund the \$117,940 USGS well monitoring program for fiscal year 2019.

Discussion

Use Permits for the existing geothermal plant and approved replacement plant require that the operator (Ormat) fund the Hydrologic Resource Monitoring Program to monitor baseline conditions and detect changes in the existing hydrothermal reservoir pressures and shallow water aquifer levels. Via a joint funding agreement with Mono County, with a companion agreement obligating funding by Ormat, the USGS has been primarily responsible for implementation of the monitoring plan. The proposed agreements continue the required monitoring program, with all costs borne by Ormat.

Attachments

- Ormat 2019 Agreement
- USGS Joint Funding Agreement 19WSCA600095610



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
Sacramento, CA 95819

Phone: (916) 278-3000 Fax: (916) 278-3070
<http://water.wr.usgs.gov>

September 27, 2018

Mrs. Wendy Sugimura, Director
Mono County Community Development Department
Post Office Box 347
Mammoth Lakes, California 93546

Dear Mrs. Sugimura:

This letter confirms discussions between our respective staffs, concerning the cooperative water resources program between Mono County Community Development Department (Mono County) and the U.S. Geological Survey (USGS), during the period November 1, 2018 to October 31, 2019.

A brief description of the proposed program for this period follows:

Baseline Hydrologic Data Collection Program

I. Surface water discharge and water-quality measurements

- A. Discharge measurements will be made and water samples collected quarterly at two sites on Mammoth Creek (stations 10265130 and 10265143). Annual (April) water samples will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling. Quarterly (January, April, July, and October) water samples will be analyzed for dissolved chloride and boron concentrations; field measurements of water temperature and specific conductance will be made.
- B. Discharge measurements will be made quarterly at Hot Creek above Gorge Geysers (HCA) near Mammoth Lakes for the purpose of estimating thermal spring discharge in Hot Creek Gorge.
- C. Continuous stage will be recorded at the Hot Creek flume (HCF) near Mammoth Lakes. Stage will be used to compute daily mean flow rates. Discharge ratings will be confirmed by making quarterly current meter measurements as required.
- D. Water quality samples will be collected quarterly at stations 10265147 (HCA) and 10265150 (HCF). The samples will be analyzed for dissolved chloride and boron concentrations and the data will be used to estimate thermal spring discharge in Hot Creek Gorge.

II. Spring flow and water-quality measurements

- A. Continuous stage and water temperature measurements will be recorded at the Fish Hatchery Spring groups, AB, CD, and H-2, 3. Stage will be used to compute daily mean flow rates. Discharge ratings will be confirmed by making current meter measurements as required. Water samples will be collected annually (January) at spring groups AB, CD, and H-2, 3, these will be analyzed for major ions, nutrients, arsenic, boron, fluoride, and lithium. Field measurements of water temperature, specific conductance, pH, and alkalinity will be made at the time of sampling. Quarterly (January, April, July, and October) water samples will be collected at AB and CD - these samples will be analyzed for dissolved chloride and boron and field measurements of specific conductance and water temperature will be made.
- B. Water samples from a thermal spring in Hot Creek gorge will be collected and analyzed quarterly for dissolved boron, chloride, water temperature, and specific conductance.

III. Ground-water levels

- A. Quarterly ground-water level measurements will be made in four wells CH10B (373930118491602), LV-19 (373754118501701), SC-1 (373745118554401), SC-2 (373745118554402), to calibrate the water-level transducers. Daily values (median) of water level depth below land surface will be computed from hourly data (LV-19, SC-1, and SC-2) and twenty minute data (CH10B).

IV. Precipitation data

Daily precipitation records provided by the Desert Research Institute for a site near the Mammoth Ranger Station in Mammoth Lakes will be tabulated for monthly and annual totals.

V. Methods

Field data collection will be carried out following the methods outlined in the USGS Techniques of Water Resources Investigation Series and USGS National Field Manual. Laboratory analyses of water samples will be done at the USGS National Water Quality Laboratory in Denver, Colorado.

VI. Reporting

Biannual data summaries, of the above described data, will be provided to the Long Valley Hydrologic Advisory Committee (LVHAC). All data collected under this agreement will be entered into the USGS National Water Information System (NWIS) database, where it is publicly available.

Mrs. Wendy Sugimura, Director – Mono County Community Development Department

VII. Meetings

Jim Howle, of our staff, will attend up to two meetings of the LVHAC and be available to discuss the hydrologic data related to the above described monitoring program.

The proposed funding for this agreement is \$127,690.00. Of this total cost the Mono County will contribute \$117,940.00 and, subject to the availability of cooperative matching funds, the USGS will contribute \$9,750.00.

Enclosed are two originals of Joint Funding Agreement (JFA) 19WSCA600095610, signed by our agency, for your approval. If you are in agreement with this proposed program, please return one fully executed JFA to our office. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered quarterly.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned prior to October 31, 2018.

If you have any questions concerning this program, please contact Jim Howle, in our Truckee field office, at (530) 587-0910 x2017. If you have any administrative questions, please contact Irene Rios, in our San Diego Office, at (619) 225-6156.

Sincerely,



Eric G. Reichard
Director, USGS California Water Science Center

Enclosures

cc: Jim Howle, USGS CAWSC

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the November 1, 2018, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Mono County Economic Development Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$9,750 by the party of the first part during the period November 1, 2018 to October 31, 2019
- (b) \$117,940 by the party of the second part during the period November 1, 2018 to October 31, 2019

USGS DUNS is 1761-38857. Total cost of this agreement is \$127,690.

- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: 0.00

Description of the USGS regional/national program: No additional contributions

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000956
Agreement #: 19WSCA600095610
Project #: ZG009GE
TIN #: 95-6005661

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: James Howle
Address: US Geological Survey, CA WSC
6000 J Street, Placer Hall
Sacramento, CA 95819-6129
Telephone: 530-587-0910 x2017
Fax: 530-587-0914
Email: jfhowle@usgs.gov

Customer Technical Point of Contact

Name: Wendy Sugimura, Director
Address: Mono County Community Development
Department
P.O. Box 347
Mammoth Lakes, Ca 93546
Telephone: 760-924-1814
Fax:
Email: wsugimura@mono.ca.gov

USGS Billing Point of Contact

Name: Irene A. Rios, Budget Analyst
Address: US Geological Survey, CA WSC
6000 J Street, Placer Hall
Sacramento, CA 95819-6129
Telephone: 619-225-6156
Fax: 619-225-6100
Email: iarios@usgs.gov

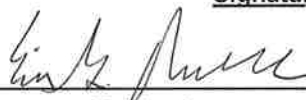
Customer Billing Point of Contact

Name: Nick Criss
Address: Mono County Community Development
Department
P.O. Box 347
Mammoth Lakes, Ca 93546
Telephone:
Fax:
Email: ncriss@mono.ca.gov

U.S. Geological Survey
United States
Department of Interior

Mono County Economic Development Department

Signature

By  Date: 09/28/2018
Name: Eric Reichard
Title: Director, USGS California Water Science Center

Signatures

By _____ Date: _____
Name: Wendy Sugimura
Title: Director, Mono CCDD

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the November 1, 2018, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Mono County Economic Development Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$9,750 by the party of the first part during the period
November 1, 2018 to October 31, 2019

(b) \$117,940 by the party of the second part during the period
November 1, 2018 to October 31, 2019

USGS DUNS is 1761-38857. Total cost of this agreement is \$127,690.

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Description of the USGS regional/national program: No additional contributions

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

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U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000956
Agreement #: 19WSCA600095610
Project #: ZG009GE
TIN #: 95-6005661

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: James Howle
Address: US Geological Survey, CA WSC
6000 J Street, Placer Hall
Sacramento, CA 95819-6129
Telephone: 530-587-0910 x2017
Fax: 530-587-0914
Email: jfhowle@usgs.gov

Customer Technical Point of Contact

Name: Wendy Sugimura, Director
Address: Mono County Community Development
Department
P.O. Box 347
Mammoth Lakes, Ca 93546
Telephone: 760-924-1814
Fax:
Email: wsugimura@mono.ca.gov

USGS Billing Point of Contact

Name: Irene A. Rios, Budget Analyst
Address: US Geological Survey, CA WSC
6000 J Street, Placer Hall
Sacramento, CA 95819-6129
Telephone: 619-225-6156
Fax: 619-225-6100
Email: iarios@usgs.gov


Customer Billing Point of Contact

Name: Nick Criss
Address: Mono County Community Development
Department
P.O. Box 347
Mammoth Lakes, Ca 93546
Telephone:
Fax:
Email: ncriss@mono.ca.gov

U.S. Geological Survey
United States
Department of Interior

Mono County Economic Development Department

Signature

By  Date: 09/28/2018
Name: Eric Reichard
Title: Director, USGS California Water Science Center

Signatures

By _____ Date: _____
Name: Wendy Sugimura
Title: Director, Mono CCDD

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND ORMAT NEVADA, INC. PROVIDING FOR THE REIMBURSEMENT
OF COSTS FOR COMPLYING WITH THE LONG VALLEY HYDROLOGIC
ADVISORY COMMITTEE MONITORING PROGRAM FOR FISCAL YEAR 2019**

THIS AGREEMENT is made and entered into between the County of Mono, a political subdivision of the State of California ("County"), and Ormat Nevada, Inc., a corporation organized under the laws of Delaware ("Ormat").

WHEREAS, conditions of approval D.9 and D.11 of Mono County Use Permit OIE-02-86 for the Mammoth Pacific (MP) II power plant require that the owner, currently Ormat, participate in the monitoring plan ("Program") of the Long Valley Hydrologic Advisory Committee ("LVHAC") and fund the costs associated with implementation of the Program; and

WHEREAS, in September 2018, the U.S. Geological Survey ("USGS") has provided County with a joint funding agreement for the period of November 1, 2018 through October 31, 2019 (USGS Agreement No. 19WSCA600095610 attached hereto as Exhibit A and incorporated herein by this reference) for data collection associated with hydrologic monitoring ("2018-19 Funding Agreement"); and

WHEREAS, the County and Ormat wish to set forth their mutual agreement regarding the reimbursement of County by Ormat for costs charged to County pursuant to the 2018-19 Funding Agreement;

NOW, THEREFORE, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, County and Ormat agree as follows:

1. County agrees to make payment to USGS in accordance with the terms of the 2018-19 Funding Agreement, including any modifications to the 2018-19 Funding Agreement made in accordance with paragraph 2(d) thereof; provided, however, that County shall not agree to an increased payment pursuant to paragraph 2(d) without written consent of Ormat.

2. Ormat agrees to reimburse County, within 30 working days of receipt of a detailed written invoice or request as set forth below, the total amount expended by County under paragraph 1.

A. Written invoices or requests for reimbursement by County shall be emailed to Ormat as follows:

Ormat Nevada, Inc.
Attn: Cheryl Eanes, Compliance Specialist

P.O. Box 1584
Mammoth Lakes, CA 93546
ceanes@ormat.com

B. Reimbursement shall be sent by Ormat to County as follows:

Mono County Community Development Department
Attn: Megan Mahaffey
P.O. Box 347
Mammoth Lakes, CA 93546

3. **Term.** The term of this Agreement shall be coterminous with the term of the 2018-19 Funding Agreement, including any extensions thereto agreed to by County and USGS.

4. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

5. **Hold harmless.** Ormat shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement, or the 2018-19 Funding Agreement, by Ormat, USGS, or their agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of Ormat, USGS, or their 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.

7. **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 Applicant or County shall be required to make, 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:

If to County:

Mono County Community Development Department
Attn: Wendy Sugimura, Director
P.O. Box 347
Mammoth Lakes, CA 93546

If to Ormat:

Ormat Nevada, Inc.
Attn: Steve Henrickson, Business Development Manager
6225 Neil Road
Reno, NV 89511

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

9. **Counterparts.** This Agreement may be executed in two (2) or more counterparts (including electronic transmission), each of which shall constitute an original, and all of which take together shall constitute one and the same instrument.

IN WITNESS THEREOF, County and Ormat have executed this Agreement on the _____ day of _____, 2018.

MONO COUNTY:

ORMAT NEVADA, INC.

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT:

 10/19/18

COUNTY COUNSEL

EXHIBIT A

USGS AGREEMENT NO. 19WSCA600095610

See Attached



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 9/30/2018.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 9/30/2018.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Treasury Transaction Report for the month ending 9/30/2018 |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 11:11 AM | County Administrative Office | Yes |
| 10/24/2018 9:49 AM | County Counsel | Yes |
| 10/22/2018 9:43 AM | Finance | Yes |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2018, End Date: 9/30/2018

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|-------------------------------|-----------------|---------------|----------------------|--|----------------|----------------------|----------------------|------------|----------------------|
| Buy Transactions | | | | | | | | | |
| Buy | 9/4/2018 | 155751CU2 | 585,000.00 | Central Valley Support Services Joint Powers Agenc | 109.68 | 641,651.40 | 269.39 | 3.40 | 641,920.79 |
| Buy | 9/21/2018 | 52248LAA4 | 245,000.00 | Lebanon Federal Credit Union 3.2 9/21/2023 | 100.00 | 245,000.00 | 0.00 | 3.20 | 245,000.00 |
| Subtotal | | | 830,000.00 | | | 886,651.40 | 269.39 | | 886,920.79 |
| Deposit | 9/28/2018 | OAKVALLEY0670 | 8,474,664.24 | Oak Valley Bank Cash | 100.00 | 8,474,664.24 | 0.00 | 0.00 | 8,474,664.24 |
| Deposit | 9/30/2018 | CAMP60481 | 7,395.47 | California Asset Management Program LGIP | 100.00 | 7,395.47 | 0.00 | 0.00 | 7,395.47 |
| Deposit | 9/30/2018 | FIT | 1,000,000.00 | Funds in Transit Cash | 100.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Deposit | 9/30/2018 | OAKVALLEY0670 | 7,402.87 | Oak Valley Bank Cash | 100.00 | 7,402.87 | 0.00 | 0.00 | 7,402.87 |
| Subtotal | | | 9,489,462.58 | | | 9,489,462.58 | 0.00 | | 9,489,462.58 |
| Total Buy Transactions | | | 10,319,462.58 | | | 10,376,113.98 | 269.39 | | 10,376,383.37 |
| Interest/Dividends | | | | | | | | | |
| Interest | 9/1/2018 | 3130A9AK7 | 0.00 | FHLB 1.375 9/1/2020-16 | | 0.00 | 3,781.25 | 0.00 | 3,781.25 |
| Interest | 9/1/2018 | 91435LAB3 | 0.00 | University of Iowa Community Credit Union 3 4/28/2 | | 0.00 | 624.25 | 0.00 | 624.25 |
| Interest | 9/1/2018 | 798136TK3 | 0.00 | City of San Jose CA Airport 4.75 3/1/2020-11 | | 0.00 | 11,875.00 | 0.00 | 11,875.00 |
| Interest | 9/3/2018 | 9497486Z5 | 0.00 | WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021 | | 0.00 | 332.93 | 0.00 | 332.93 |
| Interest | 9/5/2018 | 981571CE0 | 0.00 | Worlds Foremost Bk Sidney NE 1.75 5/5/2021 | | 0.00 | 297.26 | 0.00 | 297.26 |
| Interest | 9/9/2018 | 313380GJ0 | 0.00 | FHLB 2 9/9/2022 | | 0.00 | 10,000.00 | 0.00 | 10,000.00 |
| Interest | 9/9/2018 | 05580ALT9 | 0.00 | BMW Bank North America 2.7 3/9/2022 | | 0.00 | 3,334.69 | 0.00 | 3,334.69 |
| Interest | 9/10/2018 | 59013JZP7 | 0.00 | Merrick Bank 2.05 8/10/2022 | | 0.00 | 426.57 | 0.00 | 426.57 |
| Interest | 9/11/2018 | 20033APV2 | 0.00 | COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021 | | 0.00 | 332.93 | 0.00 | 332.93 |
| Interest | 9/14/2018 | 45581EAR2 | 0.00 | Industrial and Commercial Bank of China USA, NA 2. | | 0.00 | 551.42 | 0.00 | 551.42 |
| Interest | 9/15/2018 | 3136G3CU7 | 0.00 | FNMA 1.55 6/15/2020-16 | | 0.00 | 7,750.00 | 0.00 | 7,750.00 |
| Interest | 9/15/2018 | 55266CQE9 | 0.00 | MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021 | | 0.00 | 374.55 | 0.00 | 374.55 |
| Interest | 9/15/2018 | 91159HHC7 | 0.00 | US Bancorp 3 3/15/2022-22 | | 0.00 | 7,500.00 | 0.00 | 7,500.00 |
| Interest | 9/15/2018 | 34387ABA6 | 0.00 | FLUSHING BANK N Y 1.8 12/10/2018 | | 0.00 | 374.55 | 0.00 | 374.55 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2018, End Date: 9/30/2018

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|---|----------------|-----------|----------------------|------------|-----------|
| Interest | 9/15/2018 | 62384RAF3 | 0.00 | Mountain America Federal Credit Union 3 3/27/2023 | | 0.00 | 624.25 | 0.00 | 624.25 |
| Interest | 9/16/2018 | 24422ESS9 | 0.00 | John Deere Cap 2.3 9/16/2019 | | 0.00 | 5,750.00 | 0.00 | 5,750.00 |
| Interest | 9/16/2018 | 36962G4R2 | 0.00 | General Electric Co. 4.375 9/16/2020 | | 0.00 | 10,937.50 | 0.00 | 10,937.50 |
| Interest | 9/17/2018 | 855736DA9 | 0.00 | STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021 | | 0.00 | 332.93 | 0.00 | 332.93 |
| Interest | 9/17/2018 | 50116CBE8 | 0.00 | KS Statebank Manhattan KS 2.1 5/17/2022 | | 0.00 | 436.97 | 0.00 | 436.97 |
| Interest | 9/18/2018 | 22766ABN4 | 0.00 | Crossfirst Bank 2.05 8/18/2022 | | 0.00 | 426.57 | 0.00 | 426.57 |
| Interest | 9/19/2018 | 310567AB8 | 0.00 | Farmers State Bank 2.35 9/19/2022 | | 0.00 | 488.99 | 0.00 | 488.99 |
| Interest | 9/20/2018 | 87164WGC6 | 0.00 | SYNCHRONY BANK 2 3/20/2020 | | 0.00 | 2,470.14 | 0.00 | 2,470.14 |
| Interest | 9/22/2018 | 90352RAC9 | 0.00 | USAlliance Federal Credit Union 3 8/20/2021 | | 0.00 | 624.25 | 0.00 | 624.25 |
| Interest | 9/23/2018 | 33715LBE9 | 0.00 | First Technology Federal Credit Union 2.3 8/23/201 | | 0.00 | 478.59 | 0.00 | 478.59 |
| Interest | 9/24/2018 | 03753XBD1 | 0.00 | Apex Bank 3.1 8/24/2023 | | 0.00 | 645.05 | 0.00 | 645.05 |
| Interest | 9/25/2018 | 330459BY3 | 0.00 | FNB BANK INC 2 2/25/2022 | | 0.00 | 416.16 | 0.00 | 416.16 |
| Interest | 9/26/2018 | 20070PHK6 | 0.00 | COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019 | | 0.00 | 343.34 | 0.00 | 343.34 |
| Interest | 9/26/2018 | 88413QBD9 | 0.00 | Third Federal Savings and Loan Assn. of Cleveland | | 0.00 | 2,223.12 | 0.00 | 2,223.12 |
| Interest | 9/26/2018 | 91330ABA4 | 0.00 | UNITY BK CLINTON NJ 1.5 9/26/2019 | | 0.00 | 312.12 | 0.00 | 312.12 |
| Interest | 9/27/2018 | 35637RCQ8 | 0.00 | FREEDOM FIN BK W DES MOINES 1.5 7/26/2019 | | 0.00 | 312.12 | 0.00 | 312.12 |
| Interest | 9/27/2018 | 596689EC9 | 0.00 | MIDDLETON COMMUNITY BANK 1.4 11/27/2018 | | 0.00 | 291.32 | 0.00 | 291.32 |
| Interest | 9/28/2018 | 080515CH0 | 0.00 | Belmont Savings Bank 2.7 2/28/2023 | | 0.00 | 561.82 | 0.00 | 561.82 |
| Interest | 9/28/2018 | 20786ABA2 | 0.00 | CONNECTONE BK ENGLEWOOD 1.55 7/29/2019 | | 0.00 | 322.53 | 0.00 | 322.53 |
| Interest | 9/28/2018 | 85916VBY0 | 0.00 | STERLING BANK 1.7 7/26/2019 | | 0.00 | 353.74 | 0.00 | 353.74 |
| Interest | 9/29/2018 | 72247PAC0 | 0.00 | Pine Bluff Cotton Belt FCU 2.8 8/31/2020 | | 0.00 | 582.63 | 0.00 | 582.63 |
| Interest | 9/29/2018 | 01748DAX4 | 0.00 | ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022 | | 0.00 | 447.38 | 0.00 | 447.38 |
| Interest | 9/29/2018 | 3136G3VG7 | 0.00 | FNMA 1.5 9/29/2020-17 | | 0.00 | 1,875.00 | 0.00 | 1,875.00 |
| Interest | 9/30/2018 | 912828RH5 | 0.00 | T-Note 1.375 9/30/2018 | | 0.00 | 6,875.00 | 0.00 | 6,875.00 |
| Interest | 9/30/2018 | LAIF6000Q | 0.00 | Local Agency Investment Fund LGIP | | 0.00 | 15,182.20 | 0.00 | 15,182.20 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2018, End Date: 9/30/2018

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|---------------------------------|-----------------|---------------|----------------------|--|----------------|---------------------|----------------------|------------|---------------------|
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 3.94 | 0.00 | 3.94 |
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 41.94 | 0.00 | 41.94 |
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 9.85 | 0.00 | 9.85 |
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 55.83 | 0.00 | 55.83 |
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 54.74 | 0.00 | 54.74 |
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 23.24 | 0.00 | 23.24 |
| Interest | 9/30/2018 | LOAN2015 | 0.00 | Financial System Loan-Mono County 1.25 6/30/2019 | | 0.00 | 25.33 | 0.00 | 25.33 |
| Interest | 9/30/2018 | 3130A9MG3 | 0.00 | FHLB 1.5 9/30/2021-16 | | 0.00 | 7,500.00 | 0.00 | 7,500.00 |
| Interest | 9/30/2018 | 29278TCP3 | 0.00 | Enerbank USA 3.2 8/30/2023 | | 0.00 | 665.86 | 0.00 | 665.86 |
| Interest | 9/30/2018 | 912828C65 | 0.00 | T-Note 1.625 3/31/2019 | | 0.00 | 12,187.50 | 0.00 | 12,187.50 |
| Interest | 9/30/2018 | 06426KAM0 | 0.00 | Bank of New England 3.2 7/31/2023 | | 0.00 | 649.64 | 0.00 | 649.64 |
| Interest | 9/30/2018 | OAKVALLEY0670 | 0.00 | Oak Valley Bank Cash | | 0.00 | 7,402.87 | 0.00 | 7,402.87 |
| Subtotal | | | 0.00 | | | 0.00 | 129,489.85 | | 129,489.85 |
| Total Interest/Dividends | | | 0.00 | | | 0.00 | 129,489.85 | | 129,489.85 |
| Sell Transactions | | | | | | | | | |
| Matured | 9/30/2018 | 912828RH5 | 1,000,000.00 | T-Note 1.375 9/30/2018 | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Subtotal | | | 1,000,000.00 | | | 1,000,000.00 | 0.00 | | 1,000,000.00 |
| Sell | 9/30/2018 | LOAN2015 | 1,250.00 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 1,250.00 | 0.00 | 0.00 | 1,250.00 |
| Sell | 9/30/2018 | LOAN2015 | 3,125.00 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 3,125.00 | 0.00 | 0.00 | 3,125.00 |
| Sell | 9/30/2018 | LOAN2015 | 7,375.00 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 7,375.00 | 0.00 | 0.00 | 7,375.00 |
| Sell | 9/30/2018 | LOAN2015 | 8,038.56 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 8,038.56 | 0.00 | 0.00 | 8,038.56 |
| Sell | 9/30/2018 | LOAN2015 | 13,312.50 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 13,312.50 | 0.00 | 0.00 | 13,312.50 |
| Sell | 9/30/2018 | LOAN2015 | 17,375.00 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 17,375.00 | 0.00 | 0.00 | 17,375.00 |
| Sell | 9/30/2018 | LOAN2015 | 17,718.75 | Financial System Loan-Mono County 1.25 6/30/2019 | 0.00 | 17,718.75 | 0.00 | 0.00 | 17,718.75 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2018, End Date: 9/30/2018

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|--------------------------------|-----------------|---------------|-------------------------|--|----------------|----------------------|-------------------------|------------|----------------------|
| Subtotal | | | 68,194.81 | | | 68,194.81 | 0.00 | | 68,194.81 |
| Withdraw | 9/4/2018 | CAMP60481 | 1,000,000.00 | California Asset Management Program LGIP | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Withdraw | 9/4/2018 | FIT | 490,000.00 | Funds in Transit Cash | 0.00 | 490,000.00 | 0.00 | 0.00 | 490,000.00 |
| Withdraw | 9/14/2018 | CAMP60481 | 1,000,000.00 | California Asset Management Program LGIP | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Withdraw | 9/26/2018 | LAIF6000Q | 1,500,000.00 | Local Agency Investment Fund LGIP | 0.00 | 1,500,000.00 | 0.00 | 0.00 | 1,500,000.00 |
| Withdraw | 9/28/2018 | OAKVALLEY0670 | 8,134,647.91 | Oak Valley Bank Cash | 0.00 | 8,134,647.91 | 0.00 | 0.00 | 8,134,647.91 |
| Subtotal | | | 12,124,647.91 | | | 12,124,647.91 | 0.00 | | 12,124,647.91 |
| Total Sell Transactions | | | 13,192,842.72 | | | 13,192,842.72 | 0.00 | | 13,192,842.72 |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Investment Report for the Quarter ending 9/30/2018.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 9/30/2018.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Investment Report for the Quarter ending 9/30/2018](#)

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/1/2018 11:14 AM | County Administrative Office | Yes |
| 10/31/2018 12:12 PM | County Counsel | Yes |
| 10/29/2018 11:03 AM | Finance | Yes |



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

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

Date: November 6, 2018

To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants

From: Gerald Frank

Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2018 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of September 30, 2018 were \$29,207 and \$3,460 respectively.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$20,428,417 as of August 31, 2018. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was out of compliance with the Mono County Investment Policy on September 30, 2018. The out of compliance was due to a 734 day Weighted Average Maturity (WAM) exceeding the 730 day maximum per policy. The WAM went above 730 days on Friday September 28, 2018 and was back to 730 days on the following Monday October 1, 2018. Revenues anticipated in the cash analysis for September were delayed by 1-2 weeks, which caused the WAM to exceed policy constraints.

Weighted Average Maturity (WAM) as of September 30, 2018 was 734 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$84,360,644, and the market value was \$82,751,686 (calculated by Union Bank) or 98.093% of cost. Market value does not include accrued interest which was \$332,463, on the last day of the quarter.

Investment Pool earnings are as shown below:

| Quarter Ending | 12/31/2017 | 3/31/2018 | 6/30/2018 | 9/30/2018 |
|--|--------------|--------------|--------------|--------------|
| Average Daily Balance | \$89,830,940 | \$96,454,256 | \$99,054,354 | \$87,416,898 |
| Earned Interest (including accruals) | \$342,508 | \$381,677 | \$433,750 | \$415,334 |
| Earned Interest Rate | 1.5127% | 1.6048% | 1.7564% | 1.8850% |
| Number of Days in Quarter | 92 | 90 | 91 | 92 |
| Interest Received (net of amortized costs) | \$289,463 | \$349,876 | \$417,512 | \$409,948 |
| Administration Costs | \$11,738 | \$16,598 | \$10,736 | \$10,841 |
| Net Interest for Apportionment | \$277,725 | \$333,278 | \$406,776 | \$399,107 |



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

| Description | CUSIP | Settlement Date | Cost Value | Face Amount/Shares | Market Value | Coupon Rate | YTM @ Cost | Maturity Date | Days To Maturity | Credit Rating 1 | Accrued Interest | % of Portfolio |
|--|---------------|-----------------|---------------------|---------------------|---------------------|--------------|--------------|---------------|------------------|-----------------|------------------|----------------|
| Cash | | | | | | | | | | | | |
| Oak Valley Bank Cash | OAKVALLEY0670 | 02/28/2009 | 4,150,981.30 | 4,150,981.30 | 4,150,981.30 | 2.048 | 2.048 | N/A | 1 | None | | 4.94 |
| Sub Total / Average | | | 4,150,981.30 | 4,150,981.30 | 4,150,981.30 | 2.048 | 2.048 | | 1 | | 0.00 | 4.94 |
| Funds In Transit | | | | | | | | | | | | |
| Funds in Transit Cash | FIT | 03/31/2018 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.000 | 0.000 | N/A | 1 | None | | 1.19 |
| Sub Total / Average | | | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.000 | 0.000 | | 1 | | 0.00 | 1.19 |
| Local Government Investment Pools | | | | | | | | | | | | |
| California Asset Management Program LGIP | CAMP60481 | 08/03/2017 | 3,681,020.48 | 3,681,020.48 | 3,681,020.48 | 2.130 | 2.130 | N/A | 1 | None | | 4.38 |
| Local Agency Investment Fund LGIP | LAIF6000Q | 07/01/2014 | 2,572,469.72 | 2,572,469.72 | 2,572,469.72 | 2.063 | 2.063 | N/A | 1 | NR | | 3.06 |
| Sub Total / Average | | | 6,253,490.20 | 6,253,490.20 | 6,253,490.20 | 2.102 | 2.102 | | 1 | | 0.00 | 7.44 |
| Local Government Notes | | | | | | | | | | | | |
| Hilton Creek Community Service District 3.3 7/15/2 | LOANHCCSD | 07/16/2018 | 100,000.00 | 100,000.00 | 100,000.00 | 3.300 | 3.300 | 07/15/2023 | 1,749 | NR | 687.12 | 0.12 |
| Mono County 2.5 8/1/2022 | LOAN2017 | 08/01/2017 | 181,398.01 | 181,398.01 | 181,398.01 | 2.500 | 2.500 | 08/01/2022 | 1,401 | None | 743.23 | 0.22 |
| Sub Total / Average | | | 281,398.01 | 281,398.01 | 281,398.01 | 2.784 | 2.784 | | 1,525 | | 1,430.35 | 0.33 |
| CD Negotiable | | | | | | | | | | | | |
| Affinity Federal Credit Union 2.7 8/16/2019 | 00832KAE9 | 08/17/2018 | 243,000.00 | 243,000.00 | 243,578.34 | 2.700 | 2.700 | 08/16/2019 | 320 | None | 790.92 | 0.29 |
| ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022 | 01748DAX4 | 09/29/2017 | 245,000.00 | 245,000.00 | 235,271.05 | 2.150 | 2.150 | 09/29/2022 | 1,460 | None | 14.43 | 0.29 |
| ALLY BK MIDVALE UTAH 1.45 2/11/2019 | 02006LYD9 | 02/11/2016 | 245,000.00 | 245,000.00 | 244,522.25 | 1.450 | 1.450 | 02/11/2019 | 134 | None | 486.64 | 0.29 |
| American Express Bank, FSB 2.35 5/3/2022 | 02587CEM8 | 05/03/2017 | 245,000.00 | 245,000.00 | 236,608.75 | 2.350 | 2.350 | 05/03/2022 | 1,311 | None | 2,366.10 | 0.29 |
| AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020 | 02587DXK9 | 04/29/2015 | 245,000.00 | 245,000.00 | 241,851.75 | 1.850 | 1.850 | 04/29/2020 | 577 | None | 1,912.34 | 0.29 |
| Apex Bank 3.1 8/24/2023 | 03753XBD1 | 08/24/2018 | 245,000.00 | 245,000.00 | 242,442.20 | 3.100 | 3.100 | 08/24/2023 | 1,789 | None | 124.85 | 0.29 |
| Bank of New England 3.2 7/31/2023 | 06426KAM0 | 08/09/2018 | 247,000.00 | 247,000.00 | 245,653.85 | 3.200 | 3.200 | 07/31/2023 | 1,765 | None | 0.00 | 0.29 |
| Belmont Savings Bank 2.7 2/28/2023 | 080515CH0 | 02/28/2018 | 245,000.00 | 245,000.00 | 239,313.55 | 2.700 | 2.700 | 02/28/2023 | 1,612 | None | 36.25 | 0.29 |
| BENEFICIAL BANK 2.15 10/18/2022 | 08173QBX3 | 10/18/2017 | 245,000.00 | 245,000.00 | 235,146.10 | 2.150 | 2.150 | 10/18/2022 | 1,479 | None | 2,381.20 | 0.29 |
| BMW Bank North America 2.7 3/9/2022 | 05580ALT9 | 03/09/2018 | 245,000.00 | 245,000.00 | 241,501.40 | 2.700 | 2.700 | 03/09/2022 | 1,256 | None | 380.59 | 0.29 |
| CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020 | 140420RD4 | 01/26/2015 | 245,000.00 | 245,000.00 | 243,566.75 | 1.800 | 1.800 | 01/22/2020 | 479 | None | 845.75 | 0.29 |
| CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021 | 14042RCQ2 | 10/05/2016 | 245,000.00 | 245,000.00 | 233,568.30 | 1.700 | 1.700 | 10/05/2021 | 1,101 | None | 2,031.15 | 0.29 |
| CIT BK SALT LAKE CITY 2.25 11/26/2019 | 17284CAF8 | 11/26/2014 | 245,000.00 | 245,000.00 | 244,076.35 | 2.250 | 2.250 | 11/26/2019 | 422 | None | 1,918.05 | 0.29 |
| COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021 | 20033APV2 | 04/11/2016 | 245,000.00 | 245,000.00 | 238,382.55 | 1.600 | 1.600 | 04/12/2021 | 925 | None | 204.05 | 0.29 |
| COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019 | 20070PHK6 | 06/26/2015 | 245,000.00 | 245,000.00 | 243,213.95 | 1.650 | 1.650 | 09/26/2019 | 361 | None | 44.30 | 0.29 |
| CONNECTONE BK ENGLEWOOD 1.55 7/29/2019 | 20786ABA2 | 01/28/2015 | 245,000.00 | 245,000.00 | 244,389.95 | 1.550 | 1.550 | 07/29/2019 | 302 | None | 20.81 | 0.29 |
| Crossfirst Bank 2.05 8/18/2022 | 22766ABN4 | 08/18/2017 | 245,000.00 | 245,000.00 | 234,761.45 | 2.050 | 2.050 | 08/18/2022 | 1,418 | None | 165.12 | 0.29 |
| DISCOVER BK GREENWOOD DEL 1.9 5/6/2020 | 254672NC8 | 05/06/2015 | 245,000.00 | 245,000.00 | 241,736.60 | 1.900 | 1.900 | 05/06/2020 | 584 | None | 1,874.75 | 0.29 |
| Dollar BK Fed Savings BK 2.9 4/13/2023 | 25665QAX3 | 04/13/2018 | 245,000.00 | 245,000.00 | 241,084.90 | 2.900 | 2.900 | 04/13/2023 | 1,656 | None | 3,309.18 | 0.29 |
| Enerbank USA 3.2 8/30/2023 | 29278TCP3 | 08/31/2018 | 245,000.00 | 245,000.00 | 243,520.20 | 3.200 | 3.200 | 08/30/2023 | 1,795 | None | 0.00 | 0.29 |
| EVERBANK 1.3 11/4/2019 | 29976DW48 | 11/04/2016 | 245,000.00 | 245,000.00 | 241,097.15 | 1.300 | 1.300 | 11/04/2019 | 400 | None | 1,300.18 | 0.29 |
| Farmers State Bank 2.35 9/19/2022 | 310567AB8 | 01/19/2018 | 245,000.00 | 245,000.00 | 237,191.85 | 2.350 | 2.350 | 09/19/2022 | 1,450 | None | 173.51 | 0.29 |



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

| Description | CUSIP | Settlement Date | Cost Value | Face Amount/Shares | Market Value | Coupon Rate | YTM @ Cost | Maturity Date | Days To Maturity | Credit Rating 1 | Accrued Interest | % of Portfolio |
|--|-----------|-----------------|------------|--------------------|--------------|-------------|------------|---------------|------------------|-----------------|------------------|----------------|
| First Bank of Highland 2.2 8/9/2022 | 319141HD2 | 08/09/2017 | 245,000.00 | 245,000.00 | 236,216.75 | 2.200 | 2.200 | 08/09/2022 | 1,409 | None | 767.89 | 0.29 |
| FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021 | 31938QQ98 | 01/13/2016 | 245,000.00 | 245,000.00 | 239,276.80 | 1.900 | 1.900 | 01/13/2021 | 836 | None | 1,007.52 | 0.29 |
| First Premier Bank 2.05 8/22/2022 | 33610RQY2 | 08/22/2017 | 245,000.00 | 245,000.00 | 234,761.45 | 2.050 | 2.050 | 08/22/2022 | 1,422 | None | 550.41 | 0.29 |
| First Technology Federal Credit Union 2.3 8/23/201 | 33715LBE9 | 02/23/2018 | 245,000.00 | 245,000.00 | 244,701.10 | 2.300 | 2.300 | 08/23/2019 | 327 | None | 108.07 | 0.29 |
| FLUSHING BANK N Y 1.8 12/10/2018 | 34387ABA6 | 12/10/2014 | 245,000.00 | 245,000.00 | 244,821.15 | 1.800 | 1.800 | 12/10/2018 | 71 | None | 181.23 | 0.29 |
| FNB BANK INC 2 2/25/2022 | 330459BY3 | 08/25/2017 | 245,000.00 | 245,000.00 | 236,018.30 | 2.000 | 2.000 | 02/25/2022 | 1,244 | None | 67.12 | 0.29 |
| FREEDOM FIN BK W DES MOINES 1.5 7/26/2019 | 35637RCQ8 | 01/27/2015 | 245,000.00 | 245,000.00 | 244,409.55 | 1.500 | 1.500 | 07/26/2019 | 299 | None | 30.21 | 0.29 |
| GE Credit Union 3 8/31/2020 | 369674AX4 | 08/31/2018 | 249,000.00 | 249,000.00 | 249,577.68 | 3.000 | 3.000 | 08/31/2020 | 701 | None | 613.97 | 0.30 |
| GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020 | 38148JRS2 | 05/05/2015 | 244,387.50 | 245,000.00 | 242,243.75 | 1.900 | 1.953 | 04/22/2020 | 570 | None | 2,053.30 | 0.29 |
| Industrial and Commercial Bank of China USA, NA 2. | 45581EAR2 | 02/14/2018 | 245,000.00 | 245,000.00 | 238,911.75 | 2.650 | 2.650 | 02/14/2023 | 1,598 | None | 284.60 | 0.29 |
| Knox TVA Employee Credit Union 3.25 8/30/2023 | 499724AD4 | 08/30/2018 | 245,000.00 | 245,000.00 | 244,076.35 | 3.250 | 3.250 | 08/30/2023 | 1,795 | None | 676.27 | 0.29 |
| KS Statebank Manhattan KS 2.1 5/17/2022 | 50116CBE8 | 11/17/2017 | 245,000.00 | 245,000.00 | 236,067.30 | 2.100 | 2.100 | 05/17/2022 | 1,325 | None | 183.25 | 0.29 |
| LCA Bank Corporation 2.3 1/12/2022 | 501798LJ9 | 01/12/2018 | 245,000.00 | 245,000.00 | 238,745.15 | 2.300 | 2.300 | 01/12/2022 | 1,200 | None | 1,235.07 | 0.29 |
| Lebanon Federal Credit Union 3.2 9/21/2023 | 52248LAA4 | 09/21/2018 | 245,000.00 | 245,000.00 | 243,419.75 | 3.200 | 3.200 | 09/21/2023 | 1,817 | None | 193.32 | 0.29 |
| MAHOPAC NATL BK N Y 1.45 7/30/2019 | 560160AQ6 | 01/30/2015 | 245,000.00 | 245,000.00 | 244,358.10 | 1.450 | 1.450 | 07/30/2019 | 303 | None | 603.44 | 0.29 |
| MARLIN BUSINESS BANK 1.4 10/28/2020 | 57116AMW5 | 10/28/2016 | 245,000.00 | 245,000.00 | 236,846.40 | 1.400 | 1.400 | 10/28/2020 | 759 | None | 1,456.58 | 0.29 |
| MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021 | 55266CQE9 | 01/15/2016 | 245,000.00 | 245,000.00 | 241,668.00 | 1.800 | 1.800 | 01/15/2021 | 838 | None | 181.23 | 0.29 |
| MEDALLION BANK 2.15 10/11/2022 | 58404DAP6 | 10/11/2017 | 245,000.00 | 245,000.00 | 235,214.70 | 2.150 | 2.150 | 10/11/2022 | 1,472 | None | 2,496.65 | 0.29 |
| Mercantil Bank NA 1.9 3/2/2020 | 58733AEJ4 | 08/29/2017 | 245,000.00 | 245,000.00 | 242,314.80 | 1.900 | 1.900 | 03/02/2020 | 519 | None | 382.60 | 0.29 |
| Merrick Bank 2.05 8/10/2022 | 59013JZP7 | 08/10/2017 | 245,000.00 | 245,000.00 | 234,839.85 | 2.050 | 2.050 | 08/10/2022 | 1,410 | None | 275.21 | 0.29 |
| MIDDLETON COMMUNITY BANK 1.4 11/27/2018 | 596689EC9 | 01/27/2015 | 245,000.00 | 245,000.00 | 244,960.80 | 1.400 | 1.400 | 11/27/2018 | 58 | None | 28.19 | 0.29 |
| Morgan Stanley Bank 2.65 1/11/2023 | 61747MF63 | 01/11/2018 | 245,000.00 | 245,000.00 | 239,176.35 | 2.650 | 2.650 | 01/11/2023 | 1,564 | None | 1,440.80 | 0.29 |
| Morgan Stanley Private Bank 2.7 5/4/2020 | 61760AKS7 | 05/03/2018 | 245,000.00 | 245,000.00 | 244,806.45 | 2.700 | 2.700 | 05/04/2020 | 582 | None | 2,718.49 | 0.29 |
| Mountain America Federal Credit Union 3 3/27/2023 | 62384RAF3 | 03/27/2018 | 245,000.00 | 245,000.00 | 242,184.95 | 3.000 | 3.000 | 03/27/2023 | 1,639 | None | 302.05 | 0.29 |
| Northland Area Federal Credit Union 2.6 2/13/2023 | 666496AB0 | 02/13/2018 | 245,000.00 | 245,000.00 | 238,446.25 | 2.600 | 2.600 | 02/13/2023 | 1,597 | None | 855.15 | 0.29 |
| Pine Bluff Cotton Belt FCU 2.8 8/31/2020 | 72247PAC0 | 08/29/2018 | 245,000.00 | 245,000.00 | 244,649.65 | 2.800 | 2.800 | 08/31/2020 | 701 | None | 18.79 | 0.29 |
| SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021 | 795450YG4 | 02/18/2016 | 245,000.00 | 245,000.00 | 239,487.50 | 1.800 | 1.800 | 02/18/2021 | 872 | None | 519.53 | 0.29 |
| STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021 | 855736DA9 | 02/17/2016 | 245,000.00 | 245,000.00 | 240,036.30 | 1.600 | 1.600 | 02/17/2021 | 871 | None | 139.62 | 0.29 |
| STERLING BANK 1.7 7/26/2019 | 85916VBY0 | 08/28/2017 | 245,000.00 | 245,000.00 | 243,650.05 | 1.700 | 1.700 | 07/26/2019 | 299 | None | 22.82 | 0.29 |
| SYNCHRONY BANK 2 3/20/2020 | 87164WGC6 | 03/20/2015 | 245,000.00 | 245,000.00 | 242,589.20 | 2.000 | 2.000 | 03/20/2020 | 537 | None | 134.25 | 0.29 |
| Third Federal Savings and Loan Assn. of Cleveland | 88413QBD9 | 03/26/2015 | 245,000.00 | 245,000.00 | 242,643.10 | 1.800 | 1.800 | 03/26/2020 | 543 | None | 48.33 | 0.29 |
| UNITY BK CLINTON NJ 1.5 9/26/2019 | 91330ABA4 | 05/26/2015 | 245,000.00 | 245,000.00 | 243,189.45 | 1.500 | 1.500 | 09/26/2019 | 361 | None | 40.27 | 0.29 |
| University of Iowa Community Credit Union 3 4/28/2 | 91435LAB3 | 04/30/2018 | 245,000.00 | 245,000.00 | 242,013.45 | 3.000 | 3.000 | 04/28/2023 | 1,671 | None | 583.97 | 0.29 |
| USAliance Federal Credit Union 3 8/20/2021 | 90352RAC9 | 08/22/2018 | 245,000.00 | 245,000.00 | 244,554.10 | 3.000 | 3.000 | 08/20/2021 | 1,055 | None | 161.10 | 0.29 |
| WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021 | 9497486Z5 | 08/03/2016 | 245,000.00 | 245,000.00 | 234,362.10 | 1.600 | 1.600 | 08/03/2021 | 1,038 | None | 289.97 | 0.29 |
| WEX BANK 2 10/19/2020 | 92937CGB8 | 10/18/2017 | 245,000.00 | 245,000.00 | 240,545.90 | 2.000 | 2.000 | 10/19/2020 | 750 | None | 2,215.07 | 0.29 |
| Whitney Bank 1.75 10/25/2019 | 966594BD4 | 10/25/2017 | 245,000.00 | 245,000.00 | 242,944.45 | 1.750 | 1.750 | 10/25/2019 | 390 | None | 1,855.96 | 0.29 |



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

| Description | CUSIP | Settlement Date | Cost Value | Face Amount/Shares | Market Value | Coupon Rate | YTM @ Cost | Maturity Date | Days To Maturity | Credit Rating 1 | Accrued Interest | % of Portfolio |
|--|-----------|-----------------|----------------------|----------------------|----------------------|--------------|--------------|---------------|------------------|-----------------|------------------|----------------|
| Worlds Foremost Bk Sidney NE 1.75 5/5/2021 | 981571CE0 | 05/05/2016 | 200,000.00 | 200,000.00 | 193,436.00 | 1.750 | 1.750 | 05/05/2021 | 948 | None | 239.73 | 0.24 |
| Sub Total / Average | | | 14,658,387.50 | 14,659,000.00 | 14,404,643.97 | 2.171 | 2.172 | | 967 | | 45,342.20 | 17.44 |
| Corporate Bonds | | | | | | | | | | | | |
| Apple Inc 2.15 2/6/2022-15 | 037833AY6 | 10/20/2017 | 500,095.39 | 500,000.00 | 483,410.00 | 2.150 | 2.145 | 02/06/2022 | 1,225 | Moody's-Aa1 | 1,522.92 | 0.59 |
| Bank of New York Mellon 3.5 4/28/2023 | 06406RAG2 | 04/30/2018 | 500,250.92 | 500,000.00 | 498,810.00 | 3.500 | 3.489 | 04/28/2023 | 1,671 | Moody's-A1 | 7,291.67 | 0.59 |
| Bank of New York Mellon 5.45 5/15/2019 | 06406HBM0 | 04/20/2017 | 537,325.00 | 500,000.00 | 508,385.00 | 5.450 | 1.760 | 05/15/2019 | 227 | Moody's-A1 | 10,218.75 | 0.59 |
| Berkshire Hathaway Inc 3.4 1/31/2022 | 084670BF4 | 04/25/2017 | 528,500.00 | 500,000.00 | 503,765.00 | 3.400 | 2.135 | 01/31/2022 | 1,219 | Moody's-Aa2 | 2,833.33 | 0.59 |
| Cisco Systems Inc 2.45 6/15/2020-15 | 17275RAX0 | 01/23/2018 | 501,300.00 | 500,000.00 | 496,035.00 | 2.450 | 2.337 | 06/15/2020 | 624 | Moody's-A1 | 3,572.92 | 0.59 |
| Colgate-Palmolive 2.25 11/15/2022-17 | 19416QEL0 | 11/15/2017 | 499,805.00 | 500,000.00 | 482,830.00 | 2.250 | 2.258 | 11/15/2022 | 1,507 | Moody's-Aa3 | 4,218.75 | 0.59 |
| General Electric Co. 4.375 9/16/2020 | 36962G4R2 | 10/11/2016 | 553,655.00 | 500,000.00 | 510,815.00 | 4.375 | 1.550 | 09/16/2020 | 717 | Moody's-A2 | 850.69 | 0.59 |
| International Business Machine Corp 1.875 8/1/2022 | 459200HG9 | 10/19/2017 | 490,400.00 | 500,000.00 | 474,035.00 | 1.875 | 2.301 | 08/01/2022 | 1,401 | Moody's-A1 | 1,536.46 | 0.59 |
| John Deere Cap 2.3 9/16/2019 | 24422ESS9 | 01/16/2018 | 501,908.75 | 500,000.00 | 498,355.00 | 2.300 | 2.065 | 09/16/2019 | 351 | Moody's-A2 | 447.22 | 0.59 |
| JPMORGAN CHASE 2.35 1/28/2019 | 46625HJR2 | 04/14/2015 | 1,021,450.00 | 1,000,000.00 | 999,130.00 | 2.350 | 1.762 | 01/28/2019 | 120 | Moody's-A3 | 4,047.22 | 1.19 |
| Microsoft Corp 2 11/3/2020-20 | 594918BG8 | 12/28/2015 | 501,580.00 | 500,000.00 | 491,150.00 | 2.000 | 1.931 | 11/03/2020 | 765 | Moody's-Aaa | 4,083.33 | 0.59 |
| Microsoft Corp 2.65 11/3/2022-22 | 594918BH6 | 11/03/2017 | 507,740.00 | 500,000.00 | 489,800.00 | 2.650 | 2.320 | 11/03/2022 | 1,495 | Moody's-Aaa | 5,410.42 | 0.59 |
| Pfizer Corp 2.1 5/15/2019-14 | 717081DL4 | 01/19/2017 | 505,935.00 | 500,000.00 | 498,645.00 | 2.100 | 1.577 | 05/15/2019 | 227 | Moody's-A1 | 3,937.50 | 0.59 |
| Southern California Edison 3.4 6/1/2023-18 | 842400GL1 | 08/03/2018 | 497,780.00 | 500,000.00 | 495,220.00 | 3.400 | 3.500 | 06/01/2023 | 1,705 | Moody's-A1 | 5,477.78 | 0.59 |
| United Parcel Service 2.5 4/1/2023-23 | 911312BK1 | 04/05/2018 | 485,225.00 | 500,000.00 | 482,125.00 | 2.500 | 3.145 | 04/01/2023 | 1,644 | Moody's-A1 | 6,215.28 | 0.59 |
| US Bancorp 3 3/15/2022-22 | 91159HHC7 | 04/25/2017 | 517,195.00 | 500,000.00 | 494,475.00 | 3.000 | 2.253 | 03/15/2022 | 1,262 | Moody's-A1 | 625.00 | 0.59 |
| US Bank NA 3.4 7/24/2023-23 | 90331HNV1 | 08/01/2018 | 498,910.00 | 500,000.00 | 498,105.00 | 3.400 | 3.448 | 07/24/2023 | 1,758 | S&P-AA- | 3,116.67 | 0.59 |
| Sub Total / Average | | | 9,149,055.06 | 9,000,000.00 | 8,905,090.00 | 2.861 | 2.319 | | 1,002 | | 65,405.91 | 10.71 |
| Municipal Bonds | | | | | | | | | | | | |
| California State GO UNLTD 2.367 4/1/2022 | 13063DAD0 | 04/27/2017 | 251,937.50 | 250,000.00 | 243,917.50 | 2.367 | 2.200 | 04/01/2022 | 1,279 | Moody's-Aa3 | 2,942.31 | 0.30 |
| California State GO UNLTD 2.367 4/1/2022 | 13063DAD0 | 04/27/2017 | 252,287.50 | 250,000.00 | 243,917.50 | 2.367 | 2.170 | 04/01/2022 | 1,279 | Moody's-Aa3 | 2,942.31 | 0.30 |
| Central Valley Support Services Joint Powers Agenc | 155751CU2 | 09/04/2018 | 641,651.40 | 585,000.00 | 635,023.35 | 5.526 | 3.400 | 09/01/2023 | 1,797 | S&P-A+ | 2,604.13 | 0.70 |
| City of San Jose CA Airport 4.75 3/1/2020-11 | 798136TK3 | 09/14/2016 | 550,655.00 | 500,000.00 | 512,405.00 | 4.750 | 1.724 | 03/01/2020 | 518 | Moody's-A2 | 1,913.19 | 0.59 |
| HAWTHORNE CA CTFS 2.096 8/1/2019 | 420507CF0 | 05/17/2016 | 252,680.00 | 250,000.00 | 247,432.50 | 2.096 | 1.751 | 08/01/2019 | 305 | S&P-AA | 858.78 | 0.30 |
| Lancaster Ca Redev Agy 2.08 8/1/2019 | 513802EB0 | 04/18/2017 | 377,756.25 | 375,000.00 | 372,131.25 | 2.080 | 1.751 | 08/01/2019 | 305 | S&P-AA | 1,278.33 | 0.45 |
| LANCASTER REDEV AGY A 2.125 8/1/2021 | 513802CE6 | 08/01/2016 | 661,995.40 | 655,000.00 | 630,745.35 | 2.125 | 1.900 | 08/01/2021 | 1,036 | S&P-AA | 2,281.13 | 0.78 |
| Long Beach CA Tidelands 1.794 11/1/2018 | 54245HAJ3 | 11/15/2017 | 700,819.00 | 700,000.00 | 699,545.00 | 1.794 | 1.671 | 11/01/2018 | 32 | Moody's-A1 | 5,197.62 | 0.83 |
| Los Angeles Cnty Public Wks 6.091 8/1/2022-10 | 54473ENR1 | 07/12/2018 | 555,000.00 | 500,000.00 | 546,680.00 | 6.091 | 3.176 | 08/01/2022 | 1,401 | Moody's-Aa2 | 4,991.24 | 0.59 |
| MALIBU CA COPS (MALCTF) 1.6 11/1/2018 | 56117PDQ6 | 07/15/2016 | 252,935.00 | 250,000.00 | 249,782.50 | 1.600 | 1.080 | 11/01/2018 | 32 | S&P-AA+ | 1,655.56 | 0.30 |
| Monrovia CA Redev Agy 2 5/1/2019 | 611583CP8 | 04/18/2017 | 151,195.50 | 150,000.00 | 149,043.00 | 2.000 | 1.601 | 05/01/2019 | 213 | S&P-AA | 1,241.67 | 0.18 |
| Palm Desert CA Redev 2.25 10/1/2020 | 696624CC7 | 04/26/2018 | 247,077.50 | 250,000.00 | 245,592.50 | 2.250 | 2.750 | 10/01/2020 | 732 | S&P-AA | 2,796.88 | 0.30 |
| Riverside Unified School District-Ref 1.94 8/1/202 | 769059XS0 | 05/25/2016 | 387,156.00 | 385,000.00 | 376,275.90 | 1.940 | 1.801 | 08/01/2020 | 671 | Moody's-Aa2 | 1,224.09 | 0.46 |
| SALDEV 1.25 7/1/2019 | 794881BQ4 | 08/23/2016 | 159,774.40 | 160,000.00 | 157,593.60 | 1.250 | 1.300 | 07/01/2019 | 274 | Fitch-AA+ | 494.44 | 0.19 |
| San Bernardino City CA SCH Dist 4 8/1/2020 | 796711C56 | 01/16/2018 | 410,985.65 | 395,000.00 | 400,747.25 | 4.000 | 2.350 | 08/01/2020 | 671 | Moody's-A2 | 2,589.44 | 0.47 |



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

| Description | CUSIP | Settlement Date | Cost Value | Face Amount/Shares | Market Value | Coupon Rate | YTM @ Cost | Maturity Date | Days To Maturity | Credit Rating 1 | Accrued Interest | % of Portfolio |
|--|-----------|-----------------|---------------------|---------------------|---------------------|--------------|--------------|---------------|------------------|-----------------|------------------|----------------|
| University of California 2.836 5/15/2020-18 | 91412HGD5 | 08/21/2018 | 240,542.40 | 240,000.00 | 239,440.80 | 2.836 | 2.701 | 05/15/2020 | 593 | Moody's-Aa3 | 2,174.27 | 0.29 |
| Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019 | 92603PEP3 | 05/05/2016 | 276,078.00 | 275,000.00 | 271,650.50 | 1.324 | 1.200 | 08/01/2019 | 305 | Moody's-Aa2 | 596.72 | 0.33 |
| Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020 | 92603PEQ1 | 05/05/2016 | 261,869.40 | 260,000.00 | 253,487.00 | 1.676 | 1.500 | 08/01/2020 | 671 | Moody's-Aa2 | 714.16 | 0.31 |
| Sub Total / Average | | | 6,632,395.90 | 6,430,000.00 | 6,475,410.50 | 2.964 | 2.090 | | 736 | | 38,496.27 | 7.65 |
| US Agency | | | | | | | | | | | | |
| FAMC 1.75 6/15/2020 | 3132X0BG5 | 01/04/2017 | 224,977.50 | 225,000.00 | 221,490.00 | 1.750 | 1.753 | 06/15/2020 | 624 | None | 1,148.44 | 0.27 |
| FFCB 1.06 11/19/2018-16 | 3133EGBE4 | 05/19/2016 | 1,000,000.00 | 1,000,000.00 | 998,260.00 | 1.060 | 1.060 | 11/19/2018 | 50 | Moody's-Aaa | 3,857.22 | 1.19 |
| FFCB 1.18 10/18/2019-16 | 3133EGLD5 | 07/18/2016 | 999,250.00 | 1,000,000.00 | 985,180.00 | 1.180 | 1.204 | 10/18/2019 | 383 | Moody's-Aaa | 5,310.00 | 1.19 |
| FFCB 1.3 4/21/2020-16 | 3133EGNF8 | 07/22/2016 | 998,400.00 | 1,000,000.00 | 977,320.00 | 1.300 | 1.344 | 04/21/2020 | 569 | Moody's-Aaa | 5,741.67 | 1.19 |
| FFCB 1.49 5/3/2021-17 | 3133EGC78 | 11/03/2016 | 999,250.00 | 1,000,000.00 | 965,300.00 | 1.490 | 1.507 | 05/03/2021 | 946 | Moody's-Aaa | 6,084.17 | 1.19 |
| FFCB 2.08 11/1/2022 | 3133EHM91 | 11/15/2017 | 998,080.00 | 1,000,000.00 | 965,200.00 | 2.080 | 2.121 | 11/01/2022 | 1,493 | Moody's-Aaa | 8,608.89 | 1.19 |
| FFCB 2.35 1/17/2023 | 3133EH7F4 | 01/17/2018 | 999,770.00 | 1,000,000.00 | 973,840.00 | 2.350 | 2.355 | 01/17/2023 | 1,570 | Moody's-Aaa | 4,765.28 | 1.19 |
| FFCB 2.7 4/1/2023 | 3133EJKN8 | 04/11/2018 | 999,196.41 | 1,000,000.00 | 986,690.00 | 2.700 | 2.717 | 04/11/2023 | 1,654 | Moody's-Aaa | 12,675.00 | 1.19 |
| FHLB 1.15 1/28/2019-16 | 3130A8WC3 | 07/28/2016 | 1,000,000.00 | 1,000,000.00 | 996,320.00 | 1.150 | 1.150 | 01/28/2019 | 120 | Moody's-Aaa | 1,980.56 | 1.19 |
| FHLB 1.375 9/1/2020-16 | 3130A9AK7 | 09/28/2016 | 549,862.50 | 550,000.00 | 535,062.00 | 1.375 | 1.381 | 09/01/2020 | 702 | Moody's-Aaa | 609.20 | 0.65 |
| FHLB 1.45 2/28/2019 | 3130AAYV4 | 03/15/2017 | 499,800.00 | 500,000.00 | 498,180.00 | 1.450 | 1.467 | 02/28/2019 | 151 | Moody's-Aaa | 644.44 | 0.59 |
| FHLB 1.5 9/30/2021-16 | 3130A9MG3 | 11/04/2016 | 998,750.00 | 1,000,000.00 | 960,140.00 | 1.500 | 1.526 | 09/30/2021 | 1,096 | Moody's-Aaa | 0.00 | 1.19 |
| FHLB 1.55 12/20/2019 | 313383FF3 | 01/17/2018 | 990,510.00 | 1,000,000.00 | 985,710.00 | 1.550 | 2.055 | 12/20/2019 | 446 | Moody's-Aaa | 4,305.56 | 1.19 |
| FHLB 2 9/9/2022 | 313380GJ0 | 09/29/2017 | 1,002,290.00 | 1,000,000.00 | 964,040.00 | 2.000 | 1.951 | 09/09/2022 | 1,440 | Moody's-Aaa | 1,166.67 | 1.19 |
| FHLB 2.08 4/27/2022-18 | 3130AB6Q4 | 04/27/2017 | 1,000,000.00 | 1,000,000.00 | 965,540.00 | 2.080 | 2.080 | 04/27/2022 | 1,305 | Moody's-Aaa | 8,840.00 | 1.19 |
| FHLMC 1.25 12/28/2018-16 | 3134G8U72 | 03/28/2016 | 1,000,000.00 | 1,000,000.00 | 997,540.00 | 1.250 | 1.250 | 12/28/2018 | 89 | Moody's-Aaa | 3,194.44 | 1.19 |
| FHLMC 1.5 2/25/2021-16 | 3134GADG6 | 08/25/2016 | 1,250,000.00 | 1,250,000.00 | 1,209,550.00 | 1.500 | 1.500 | 02/25/2021 | 879 | Moody's-Aaa | 1,822.92 | 1.49 |
| FHLMC 1.75 5/30/2019 | 3137EADG1 | 12/31/2015 | 1,007,770.00 | 1,000,000.00 | 995,010.00 | 1.750 | 1.516 | 05/30/2019 | 242 | Moody's-Aaa | 5,833.33 | 1.19 |
| FHLMC 1.75 8/25/2021-16 | 3134G92E6 | 08/30/2016 | 1,000,000.00 | 1,000,000.00 | 968,670.00 | 1.750 | 1.750 | 08/25/2021 | 1,060 | Moody's-Aaa | 1,701.39 | 1.19 |
| FHLMC 2.125 4/27/2022-17 | 3134GBKY7 | 04/27/2017 | 1,000,000.00 | 1,000,000.00 | 970,150.00 | 2.125 | 2.125 | 04/27/2022 | 1,305 | Moody's-Aaa | 9,031.25 | 1.19 |
| FHLMC 2.375 1/13/2022 | 3137EADB2 | 01/13/2017 | 1,016,560.00 | 1,000,000.00 | 982,730.00 | 2.375 | 2.025 | 01/13/2022 | 1,201 | Moody's-Aaa | 5,079.86 | 1.19 |
| FNMA 1.06 4/26/2019-17 | 3136G3F59 | 08/19/2016 | 999,490.00 | 1,000,000.00 | 992,380.00 | 1.060 | 1.079 | 04/26/2019 | 208 | Moody's-Aaa | 4,534.44 | 1.19 |
| FNMA 1.25 11/27/2019-17 | 3136G32J3 | 08/30/2016 | 1,250,000.00 | 1,250,000.00 | 1,229,575.00 | 1.250 | 1.250 | 11/27/2019 | 423 | Moody's-Aaa | 5,338.54 | 1.49 |
| FNMA 1.25 5/6/2021 | 3135G0K69 | 10/26/2016 | 747,270.00 | 750,000.00 | 719,527.50 | 1.250 | 1.333 | 05/06/2021 | 949 | Moody's-Aaa | 3,750.00 | 0.89 |
| FNMA 1.3 1/28/2020-16 | 3136G3L52 | 07/28/2016 | 1,000,000.00 | 1,000,000.00 | 981,540.00 | 1.300 | 1.300 | 01/28/2020 | 485 | Moody's-Aaa | 2,238.89 | 1.19 |
| FNMA 1.32 8/26/2019-16 | 3136G2YB7 | 02/26/2016 | 1,000,000.00 | 1,000,000.00 | 988,610.00 | 1.320 | 1.320 | 08/26/2019 | 330 | Moody's-Aaa | 1,246.67 | 1.19 |
| FNMA 1.375 10/7/2021 | 3135G0Q89 | 10/26/2016 | 997,470.00 | 1,000,000.00 | 955,350.00 | 1.375 | 1.428 | 10/07/2021 | 1,103 | Moody's-Aaa | 6,607.64 | 1.19 |
| FNMA 1.4 8/24/2020-17 | 3135G0N66 | 08/24/2016 | 999,900.00 | 1,000,000.00 | 972,560.00 | 1.400 | 1.402 | 08/24/2020 | 694 | Moody's-Aaa | 1,400.00 | 1.19 |
| FNMA 1.45 1/27/2021-17 | 3136G3H81 | 07/27/2016 | 999,100.00 | 1,000,000.00 | 968,910.00 | 1.450 | 1.471 | 01/27/2021 | 850 | Moody's-Aaa | 2,537.50 | 1.19 |
| FNMA 1.5 11/30/2020 | 3135G0F73 | 12/31/2015 | 983,000.00 | 1,000,000.00 | 971,900.00 | 1.500 | 1.863 | 11/30/2020 | 792 | S&P-AA+ | 5,000.00 | 1.19 |
| FNMA 1.5 5/25/2021-17 | 3136G4GG2 | 11/23/2016 | 1,000,000.00 | 1,000,000.00 | 963,670.00 | 1.500 | 1.500 | 05/25/2021 | 968 | Moody's-Aaa | 5,208.33 | 1.19 |
| FNMA 1.5 5/28/2021-17 | 3136G33W3 | 08/30/2016 | 1,000,000.00 | 1,000,000.00 | 961,510.00 | 1.500 | 1.500 | 05/28/2021 | 971 | Moody's-Aaa | 5,083.33 | 1.19 |



Mono County Portfolio Holdings by Security Sector As of June 30, 2018

| Description | CUSIP | Settlement Date | Cost Value | Face Amount/Shares | Market Value | Coupon Rate | YTM @ Cost | Maturity Date | Days To Maturity | Credit Rating 1 | Accrued Interest | % of Portfolio |
|----------------------------|-----------|-----------------|----------------------|----------------------|----------------------|--------------|--------------|---------------|------------------|-----------------|-------------------|----------------|
| FNMA 1.5 9/29/2020-17 | 3136G3VG7 | 01/04/2017 | 245,627.50 | 250,000.00 | 243,757.50 | 1.500 | 1.988 | 09/29/2020 | 730 | Moody's-Aaa | 10.42 | 0.30 |
| FNMA 1.55 6/15/2020-16 | 3136G3CU7 | 03/15/2016 | 1,000,000.00 | 1,000,000.00 | 980,000.00 | 1.550 | 1.550 | 06/15/2020 | 624 | Moody's-Aaa | 645.83 | 1.19 |
| FNMA 1.55 7/28/2021-16 | 3136G3C78 | 07/28/2016 | 1,000,000.00 | 1,000,000.00 | 961,150.00 | 1.550 | 1.550 | 07/28/2021 | 1,032 | Moody's-Aaa | 2,669.44 | 1.19 |
| FNMA 1.6 10/28/2021-17 | 3136G4EU3 | 10/28/2016 | 999,200.00 | 1,000,000.00 | 950,140.00 | 1.600 | 1.617 | 10/28/2021 | 1,124 | Moody's-Aaa | 6,755.56 | 1.19 |
| FNMA 1.625 1/21/2020 | 3135G0A78 | 06/24/2015 | 997,400.00 | 1,000,000.00 | 985,770.00 | 1.625 | 1.684 | 01/21/2020 | 478 | Moody's-Aaa | 3,114.58 | 1.19 |
| FNMA 1.625 10/28/2021-17 | 3136G4EV1 | 10/28/2016 | 1,000,000.00 | 1,000,000.00 | 951,930.00 | 1.625 | 1.625 | 10/28/2021 | 1,124 | Moody's-Aaa | 6,861.11 | 1.19 |
| FNMA 1.875 12/28/2020 | 3135G0H55 | 12/31/2015 | 1,000,000.00 | 1,000,000.00 | 978,720.00 | 1.875 | 1.875 | 12/28/2020 | 820 | Moody's-Aaa | 4,791.67 | 1.19 |
| FNMA 2 10/5/2022 | 3135G0T78 | 10/06/2017 | 999,340.00 | 1,000,000.00 | 961,940.00 | 2.000 | 2.014 | 10/05/2022 | 1,466 | Moody's-Aaa | 9,722.22 | 1.19 |
| FNMA 2.375 1/19/2023 | 3135G0T94 | 01/23/2018 | 994,410.00 | 1,000,000.00 | 974,870.00 | 2.375 | 2.495 | 01/19/2023 | 1,572 | Moody's-Aaa | 4,684.03 | 1.19 |
| Sub Total / Average | | | 38,746,673.91 | 38,775,000.00 | 37,795,732.00 | 1.623 | 1.646 | | 844 | | 174,600.49 | 46.13 |
| US Treasury | | | | | | | | | | | | |
| T-Note 1.25 12/31/2018 | 912828U99 | 11/09/2017 | 996,718.75 | 1,000,000.00 | 997,570.00 | 1.250 | 1.541 | 12/31/2018 | 92 | Moody's-Aaa | 3,125.00 | 1.19 |
| T-Note 1.625 3/31/2019 | 912828C65 | 01/04/2018 | 1,495,605.47 | 1,500,000.00 | 1,494,090.00 | 1.625 | 1.865 | 03/31/2019 | 182 | Moody's-Aaa | 0.00 | 1.78 |
| T-Note 1.625 6/30/2019 | 912828WS5 | 01/09/2018 | 995,937.50 | 1,000,000.00 | 993,280.00 | 1.625 | 1.906 | 06/30/2019 | 273 | Moody's-Aaa | 4,062.50 | 1.19 |
| Sub Total / Average | | | 3,488,261.72 | 3,500,000.00 | 3,484,940.00 | 1.518 | 1.784 | | 182 | | 7,187.50 | 4.16 |
| Total / Average | | | 84,360,643.60 | 84,049,869.51 | 82,751,685.98 | 1.990 | 1.888 | | 734 | | 332,462.72 | 100.00 |



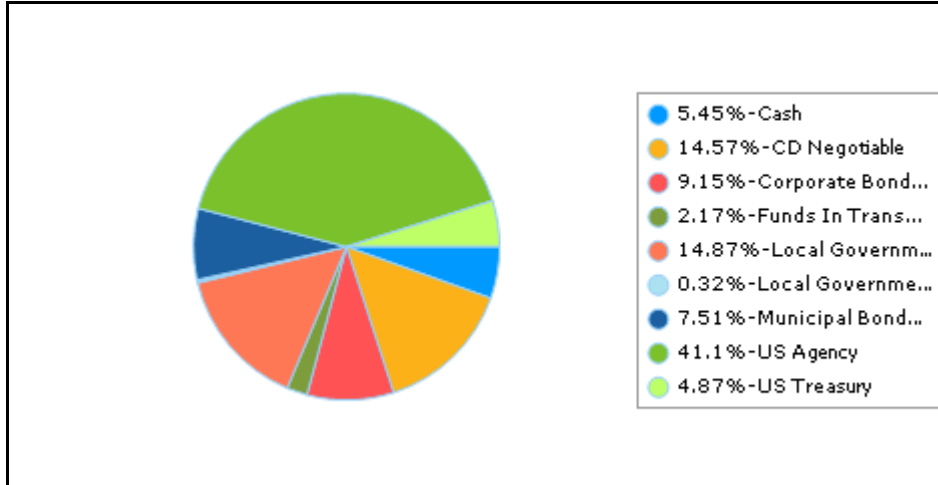
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 6/30/2018, End Date: 9/30/2018

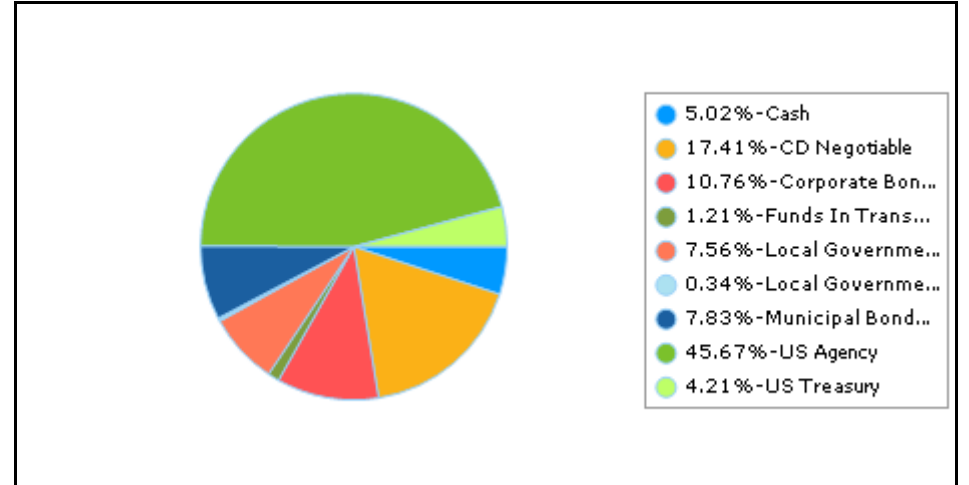
Asset Category Allocation

| Asset Category | Market Value 6/30/2018 | % of Portfolio 6/30/2018 | Market Value 9/30/2018 | % of Portfolio 9/30/2018 |
|-----------------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|
| Cash | 5,017,640.14 | 5.45 | 4,150,981.30 | 5.02 |
| CD Negotiable | 13,414,190.10 | 14.57 | 14,404,643.97 | 17.41 |
| Corporate Bonds | 8,421,595.00 | 9.15 | 8,905,090.00 | 10.76 |
| Funds In Transit | 2,000,000.00 | 2.17 | 1,000,000.00 | 1.21 |
| Local Government Investment Pools | 13,694,838.03 | 14.87 | 6,253,490.20 | 7.56 |
| Local Government Notes | 294,484.01 | 0.32 | 281,398.01 | 0.34 |
| Municipal Bonds | 6,909,890.40 | 7.51 | 6,475,410.50 | 7.83 |
| US Agency | 37,836,380.75 | 41.10 | 37,795,732.00 | 45.67 |
| US Treasury | 4,479,390.00 | 4.87 | 3,484,940.00 | 4.21 |
| Total / Average | 92,068,408.43 | 100.00 | 82,751,685.98 | 100.00 |

Portfolio Holdings as of 6/30/2018

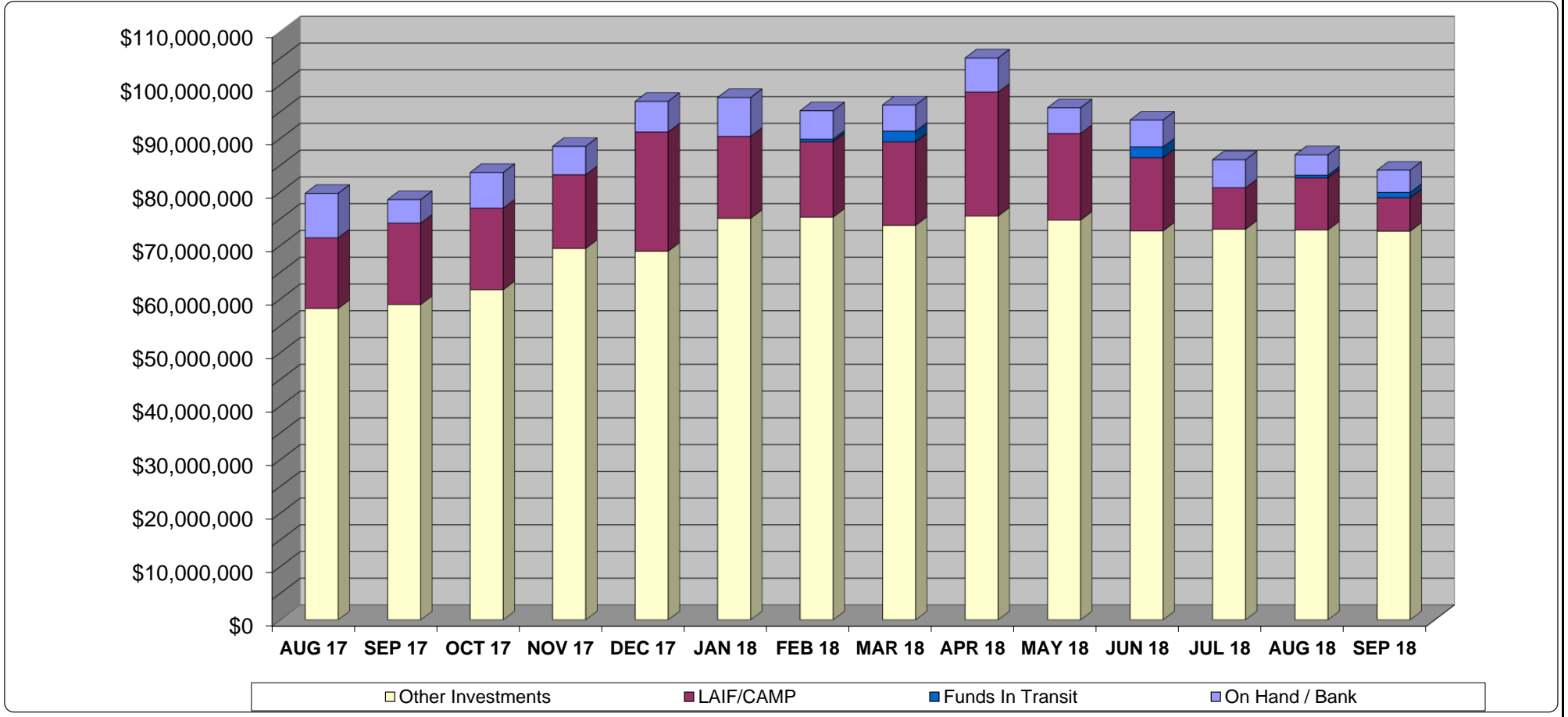


Portfolio Holdings as of 9/30/2018



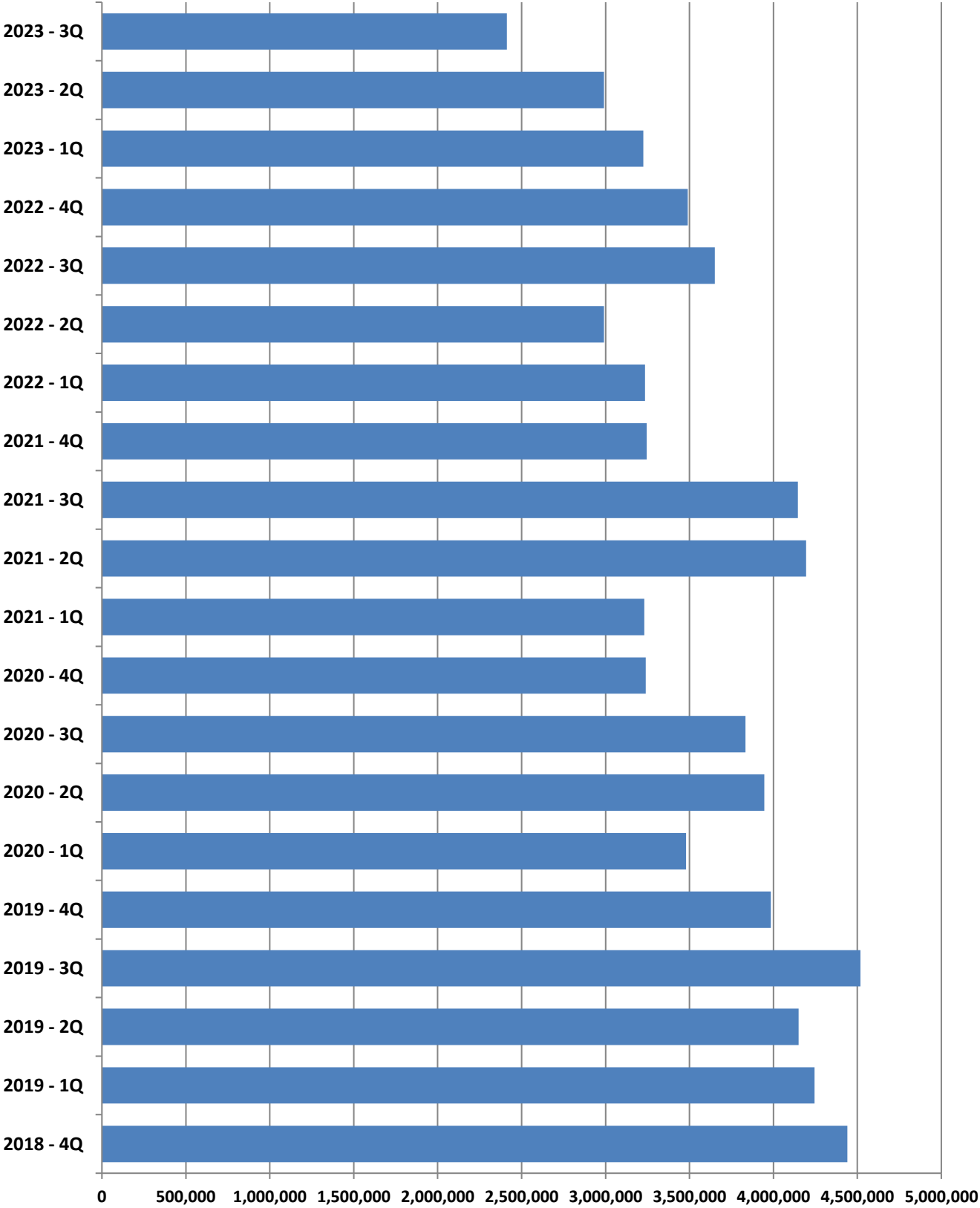
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

| | AUG 17 | SEP 17 | OCT 17 | NOV 17 | DEC 17 | JAN 18 | FEB 18 | MAR 18 | APR 18 | MAY 18 | JUN 18 | JUL 18 | AUG 18 | SEP 18 |
|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| On Hand / Bank | \$8,298,117 | \$4,395,282 | \$6,655,525 | \$5,299,437 | \$5,716,233 | \$7,245,740 | \$5,304,391 | \$4,880,952 | \$6,378,611 | \$4,809,632 | \$5,017,640 | \$5,226,165 | \$3,803,562 | \$4,150,981 |
| Funds In Transit | | | | | | | \$490,000 | \$2,000,000 | | | \$2,000,000 | | \$490,000 | \$1,000,000 |
| LAIF/CAMP | \$13,206,282 | \$15,208,708 | \$15,251,771 | \$13,765,638 | \$22,275,140 | \$15,319,858 | \$14,081,744 | \$15,597,787 | \$23,145,852 | \$16,172,083 | \$13,694,838 | \$7,735,895 | \$9,746,095 | \$6,253,490 |
| Other Investments | \$58,219,229 | \$58,955,736 | \$61,714,193 | \$69,424,194 | \$68,901,424 | \$75,051,424 | \$75,275,256 | \$73,740,531 | \$75,480,531 | \$74,725,531 | \$72,699,484 | \$73,031,026 | \$72,883,593 | \$72,645,398 |
| TOTAL | \$79,723,627 | \$78,559,726 | \$83,621,489 | \$88,489,269 | \$96,892,797 | \$97,617,022 | \$95,151,390 | \$96,219,270 | \$105,004,994 | \$95,707,246 | \$93,411,962 | \$85,993,086 | \$86,923,250 | \$84,049,870 |

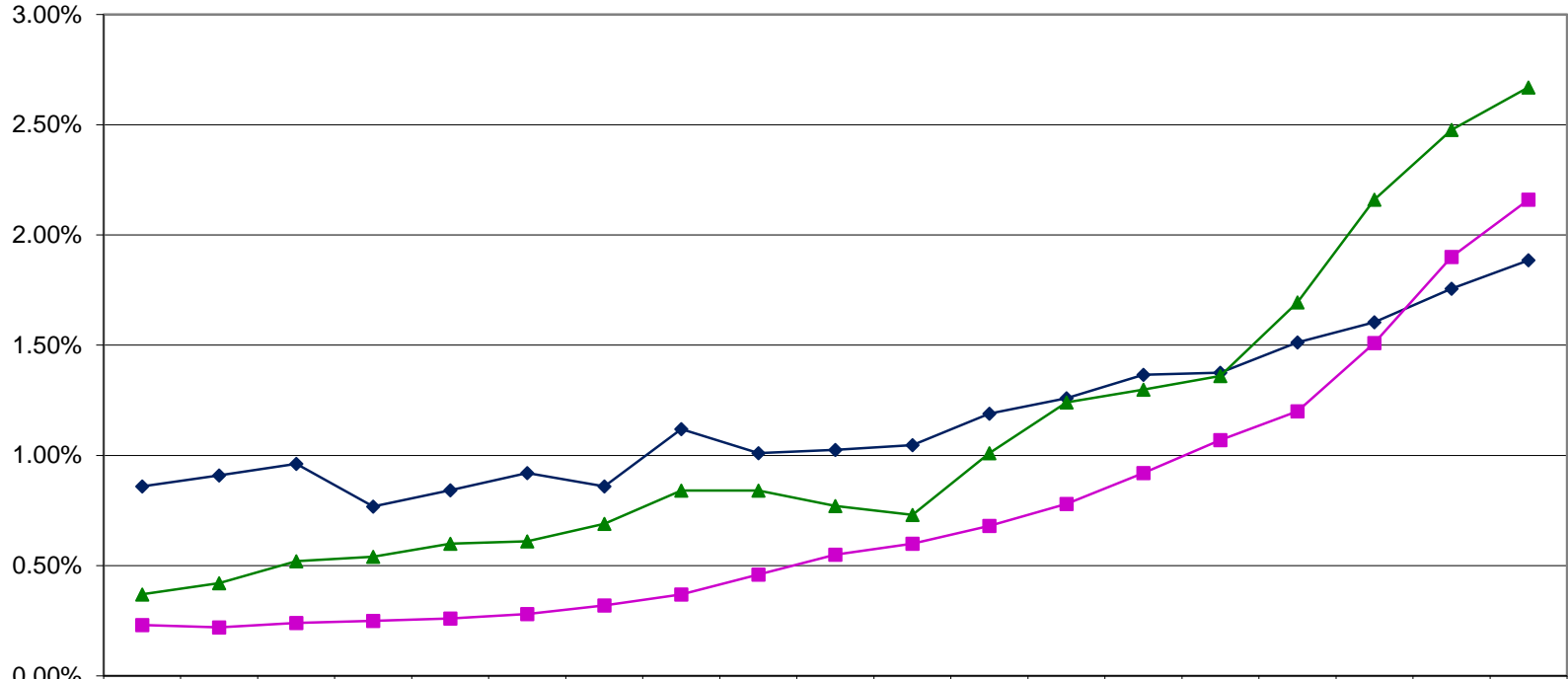


| MATURITIES | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTALS |
|--------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------------|
| Calendar Year 2018 | | | | | | | | | | | \$2,195,000.00 | \$2,245,000.00 | \$4,440,000.00 |
| Calendar Year 2019 | \$2,000,000.00 | \$745,000.00 | \$1,500,000.00 | \$1,000,000.00 | \$2,150,000.00 | \$1,000,000.00 | \$1,140,000.00 | \$2,388,000.00 | \$990,000.00 | \$1,245,000.00 | \$1,740,000.00 | \$1,000,000.00 | \$16,898,000.00 |
| Calendar Year 2020 | \$2,245,000.00 | | \$1,235,000.00 | \$1,490,000.00 | \$730,000.00 | \$1,725,000.00 | | \$2,534,000.00 | \$1,300,000.00 | \$740,000.00 | \$1,500,000.00 | \$1,000,000.00 | \$14,499,000.00 |
| Calendar Year 2021 | \$1,490,000.00 | \$1,740,000.00 | | \$245,000.00 | \$3,950,000.00 | | \$1,000,000.00 | \$2,145,000.00 | \$1,000,000.00 | \$3,245,000.00 | | | \$14,815,000.00 |
| Calendar Year 2022 | \$1,745,000.00 | \$745,000.00 | \$745,000.00 | \$2,500,000.00 | \$490,000.00 | | | \$2,161,398.01 | \$1,490,000.00 | \$1,490,000.00 | \$2,000,000.00 | | \$13,366,398.01 |
| Calendar Year 2023 | \$2,245,000.00 | \$735,000.00 | \$245,000.00 | \$2,490,000.00 | | \$500,000.00 | \$847,000.00 | \$735,000.00 | \$830,000.00 | | | | \$8,627,000.00 |
| TOTAL | | | | | | | | | | | | | \$72,645,398.01 |

Maturity Distribution As of 9/30/2018

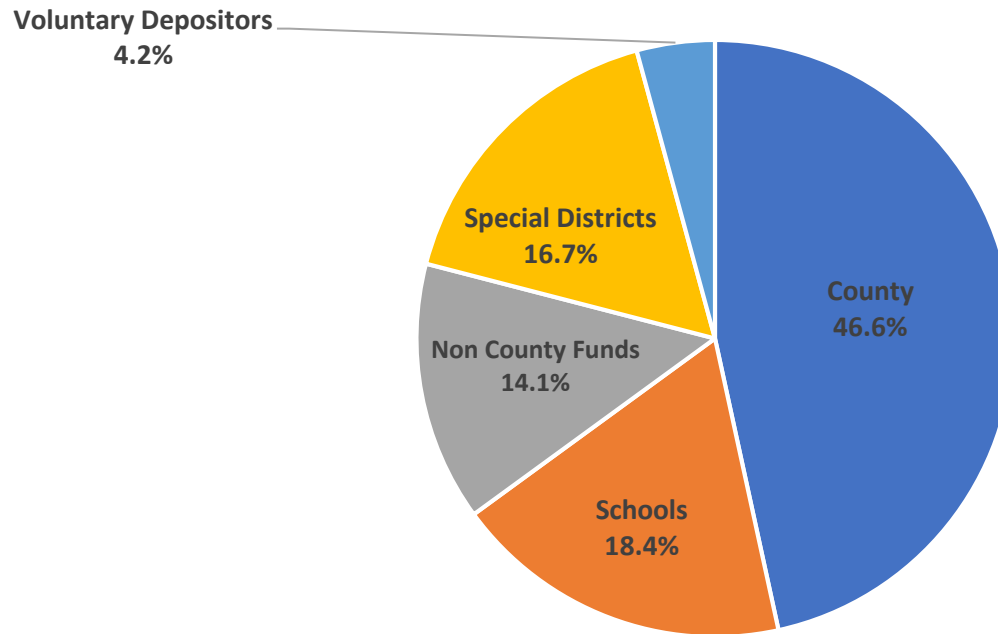


MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



| | 3/31 2014 | 6/30 2014 | 9/30 2014 | 12/31 2014 | 3/31 2015 | 6/30 2015 | 9/30 2015 | 12/31 2015 | 3/31 2016 | 6/30 2016 | 9/30 2016 | 12/30 2016 | 3/31 2017 | 6/30 2017 | 9/30 2017 | 12/31 2017 | 3/31 2018 | 6/30 2018 | 9/30 2018 |
|---------------|--------------|--------------|--------------|---------------|--------------|--------------|--------------|---------------|--------------|--------------|--------------|---------------|--------------|--------------|--------------|---------------|--------------|--------------|--------------|
| —◆— COUNTY | 0.86% | 0.91% | 0.96% | 0.77% | 0.84% | 0.92% | 0.86% | 1.12% | 1.01% | 1.03% | 1.05% | 1.19% | 1.26% | 1.37% | 1.38% | 1.51% | 1.60% | 1.76% | 1.89% |
| —■— LAIF | 0.23% | 0.22% | 0.24% | 0.25% | 0.26% | 0.28% | 0.32% | 0.37% | 0.46% | 0.55% | 0.60% | 0.68% | 0.78% | 0.92% | 1.07% | 1.20% | 1.51% | 1.90% | 2.16% |
| —▲— 2YR TREAS | 0.37% | 0.42% | 0.52% | 0.54% | 0.60% | 0.61% | 0.69% | 0.84% | 0.84% | 0.77% | 0.73% | 1.01% | 1.24% | 1.30% | 1.36% | 1.69% | 2.16% | 2.48% | 2.67% |

Investment Pool Participants as of 9/30/2018



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Bridgeport Public Utility District, Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: County Administrative Officer and Human Resources

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Proposed Amendment to
Memorandum of Understanding
between Mono County and Mono
County Deputy Sheriff's Officers'
Association

AGENDA DESCRIPTION:

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

Proposed Resolution of the Mono County Board of Supervisors Adopting and Approving Agreement and First Amendment to the Memorandum of Understanding Between the County and the Mono County Deputy Sheriff's Officers' Association.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Adopting and Approving Agreement and First Amendment to the Memorandum of Understanding Between the County and the Mono County Deputy Sheriff's Officers' Association.

FISCAL IMPACT:

None. This amendment changes the contribution model but is within the original costing parameters.

CONTACT NAME: Leslie Chapman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Amendment |

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 11/1/2018 11:05 AM | County Administrative Office | Yes |
| 11/1/2018 11:26 AM | County Counsel | Yes |
| 11/1/2018 3:53 PM | Finance | Yes |



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters

Date: October 24, 2018

Re: Agreement for First Amendment to MOU Between Mono County and the Deputy Sheriff' Officers' Association

Recommendation: Approve Agreement for First Amendment to Memorandum of Understanding (MOU) between the County of Mono and the Mono County Deputy Sheriff's Officers' Association (DSA).

Fiscal Impact: There is no fiscal impact to approving this amendment to the MOU with the DSA related to the implementation of ICMA VantageCare. This amendment changes the contribution model but is within the original costing parameters.

Discussion: When the Memorandum of Understanding (MOU) between the County of Mono (County) and the Mono County Deputy Sheriffs' Association (Association) for the term of January 1, 2017 through December 31, 2021 was negotiated, it was agreed that the County would implement a Retiree Health Saving Program to be administered by ICMA VantageCare,

The Retiree Health Savings Program (ICMA VantageCare) provides a deferred compensation strategy for covering medical expenses upon retirement. This plan differs from other conventional deferred compensation plans in that the funds can only be used for medical expenses and there is no tax liability upon distribution of funds.

After ratification and approval of the MOU for DSA information surfaced which raised concerns by County staff regarding compliance with IRS discrimination testing upon distribution of funds from this type of deferred compensation plan. Association contributions to this plan were originally defined as being a percentage of base pay. Since there is a large base pay difference between an "A" step Deputy I and an "E" step Sergeant it would result in a significant difference in individual contributions to the plan. Legal research identified a potential tax liability for highly compensated employees on funds distributed for medical expenses after retirement. Since many of these employees would fit the highly compensated definition and could potentially face an unexpected tax liability upon retirement. Naturally, neither the County nor the DSA would want to expose any employee to this unexpected consequence in the future. The County, in an effort to protect employee investments as truly triple tax free, proposed a model based on a flat dollar contribution, regardless of position and pay rate.



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R18-__

**RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
AGREEMENT AND FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE MONO COUNTY DEPUTY SHERIFFS’
ASSOCIATION**

WHEREAS, the County of Mono (“COUNTY”) and the Mono County Deputy Sheriffs’ Association (“DSA”) entered into a Memorandum of Understanding effective about January 1, 2017 (the MOU); and

WHEREAS, the COUNTY and the DSA believe that in order to best effectuate the parties’ intent, it is in the parties’ best interests to amend the MOU provisions related to retirement health savings accounts to provide that the same dollar amount will be contributed to each employee’s retirement health savings account; and

WHEREAS the COUNTY and the DSA have met, conferred, and negotiated in good faith to modify the MOU provisions related to retirement health savings accounts, as set forth in the proposed Third Amendment to the MOU attached as an exhibit and incorporated by this reference;

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

The Agreement and First Amendment to the Memorandum of Understanding between the County and the Mono County Deputy Sheriffs’ 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 Amendment, are hereby prescribed. The Chair of the Board of Supervisors shall execute said Agreement and First Amendment to the MOU on behalf of the County.

PASSED, APPROVED and ADOPTED this 6th day of November 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO MEMORANDUM
OF UNDERSTANDING BETWEEN THE COUNTY OF MONO
AND THE MONO COUNTY DEPUTY SHERIFF'S OFFICERS'
ASSOCIATION**

This Agreement and First Amendment between the County of Mono (County) and the Mono County Deputy Sheriff's Officers' Association (DSA) modifies the current Memorandum of Understanding (MOU) between the County and the DSA, effective January 1, 2017 through December 31, 2021. The purpose of this Agreement and First Amendment is to effectuate the parties' intent to provide a vehicle for retiree health savings with the caveat that applicable law is unclear, and any tax benefits are therefore not guaranteed. In furtherance of that goal, the parties agree to amend Paragraph 14 of the MOU in its entirety to read as follows:

ARTICLE 14. RETIREMENT HEALTH SAVINGS ACCOUNT

The County shall implement ICMA VantageCare effective January 1, 2019, to provide a vehicle for retiree medical savings.

Employees shall contribute one percent (1%) of their base rate of pay per pay period into their ICMA VantageCare account. The Association may increase the employee's contribution annually on January 1.

For employees hired on or after May 1, 2001, or otherwise ineligible to receive retiree health benefits under Section A of Article 15, the County shall contribute an amount equal to three percent (3%) of the Deputy II, Step E base rate of pay per pay period into their ICMA VantageCare account.

For employees hired before May 1, 2001, and eligible for retiree health insurance, each pay period the County shall contribute an amount equal to one percent (1%) of the Deputy II, Step E base rate of pay per pay period into their ICMA VantageCare account.

The County shall pay the twenty-five dollars (\$25.00) administrative fee for each Employee. The ICMA VantageCare account shall be available to employees upon separation of Employment.

Any potential tax benefits associated with a VantageCare account under this Article are not guaranteed and are subject to all applicable legal requirements and limitations of the Internal Revenue Code and other applicable laws or regulations. The parties mutually release each other and their agents and assigns from all liability of any kind resulting from tax benefits from VantageCare accounts not being realized in full or in part.

BOB GARDNER, CHAIR
Mono County Board of Supervisors

BRENT GILLESPIE, PRESIDENT
Mono County Deputy Sheriff's Officers'
Association

Approved as to Form:

Approved as to Form:

Stacey Simon
COUNTY COUNSEL

Michael Jarvis
ASSOCIATION NEGOTIATOR



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Child Care Council

TIME REQUIRED

SUBJECT Appointment to the Mono County
Child Care Council

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County Child Care Council seeks appointment of Caitlin Wellwood and re-appointment of Molly DesBaillets by the Mono County Board of Supervisors for two-year terms beginning November 1, 2018 and terminating October 31, 2020.

RECOMMENDED ACTION:

Appoint Caitlin Wellwood to a two-year term in the category of Child Care Provider from November 1, 2018 to October 31, 2020, and re-appoint Molly DesBaillets to a two-year term from November 1, 2018 to October 31, 2020 in the category of Public Agency Representative, to the Mono County Child Care Council.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760) 934-3343 / qbarnard@imaca.net

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--------------------------------------|
| Click to download |
| Staff Report |
| Wellwood Application |
| Roster |

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 11/1/2018 11:16 AM | County Administrative Office | Yes |
| 10/24/2018 9:49 AM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |

Mono County Child Care Council



www.monocccc.org

625 Old Mammoth Road
P.O. Box 8571
Mammoth Lakes, CA 93546

Date: November 6, 2018

To: Honorable Board of Supervisors

From: Queenie Barnard, Mono County Child Care Council Coordinator

Subject: Appointment of Caitlin Wellwood and Reappointment of Molly DesBaillets to serve as members of the Mono County Child Care Council

Recommendation:

- Appointment of Caitlin Wellwood, owner/operator of Kindred Spirits School in Crowley Lake, to serve as a member of the Mono County Child Care Council for a two-year term beginning 11/1/2018 and ending 10/31/2020. She will be filling the membership category of “Child Care Provider.”
- Reappointment of Molly DesBaillets, First 5 Mono County Executive Director, to continue serving as a member of the Mono County Child Care Council for a two-year term beginning 11/1/2018 and ending 10/31/2020. She will remain in the membership category of “Public Agency Representative.”

Discussion:

Pursuant to statutes, Education Code, sections 8499.3 and 8499.5, both county boards of supervisors (CBS) and county superintendents of schools (CSS) are mandated to be involved in the local child care planning process.

Specifically, the CBS and CSS are directed to: 1) appoint members to the MCCCC according to the guidelines prescribed in the statute; 2) publicize their intention and invite local organizations to submit nominations before selecting the members; 3) establish the terms of appointments for the members of the MCCCC; 4) approve the priorities that are developed by the LPC for submission to the California Department of Education (CDE), for new state and federal child care funding for the county; 5) approve the needs assessment developed by the LPC for submission to the CDE; 6) designate two persons, one selected by the CBS and one selected by the CDE or one person selected by both appointing agencies, to serve as a part of the team that reviews and scores contract child care service applications submitted to the CDE.

Fiscal Impact:

None

Attachments:

1. Caitlin Wellwood Member Application
2. Current 2018-2019 Membership Roster

Mono County Child Care Council

Mono County Child Care Council



Membership Application

Our Mission is to promote the availability of safe, affordable, high quality child care services throughout Mono County.

- Please add my name to your mailing list so I can receive meeting agendas.
- I will commit myself to regular participation on the Planning Council, and wish to be considered an **alternate** (non-voting member).*
- I will fully commit myself to participation on the Planning Council. I wish to be considered a **voting member**.*

*** Please attach a letter of intent with a brief background statement (Please include information pertaining to the membership category you are applying for. For example, if you are applying to represent a public agency, provide information about how your knowledge of the agency you represent would benefit the Council and out goals.).**

Membership Category

- Consumer of child care (parent with children in child care)
- Provider of child care (family child care or center based staff/director)
- Public agency representative
- Community representative

| |
|--|
| Name: <u>Caitlin Wellwood</u> |
| Mailing Address: <u>PO Box 8298, Mammoth Lakes, CA 93546</u> |
| Email Address: <u>Kindred Spirits School@gmail.com</u> |
| Work Phone: <u>(714) 655-4486</u> Home Phone: <u>(714) 655-4486</u> * cell * |
| <small>* cell *</small> |

Please return your membership application to:

Mono County Child Care Council - IMACA; PO Box 8571; Mammoth Lakes, CA 93546
Phone: (760) 934-3343 Fax: (760) 934-2075

Caitlin Wellwood
Kindred Spirits School
PO Box 8298
Mammoth Lakes, CA 93546
August 15, 2018

Mono County Child Care Council - IMACA
PO Box 8571
Mammoth Lakes, CA 93546

To whom it may concern:

This letter showcases my intent to apply for membership on the Mono County Child Care Council as a Family Child Care Provider. My knowledge and experience in operating Kindred Spirits School in Crowley Lake has allowed me to gain insight on the needs and concerns of local families, whereas my educational background, teaching experience, and professional development have given me a well-rounded view of high quality care and education. I hope to have the opportunity to contribute to decisions that will have a meaningful impact on our community's children, families, and educators.

Sincerely,

A handwritten signature in black ink, appearing to read "Caitlin Wellwood". The signature is written in a cursive style with a large initial "C" and "W".

Caitlin Wellwood



Membership 2018-2019

| Consumers of Child Care | |
|---|--|
| ---VACANT--- | ---VACANT--- |
| Child Care Providers | |
| ---VACANT--- | Julie Winslow Mammoth Kids Corner 760-934-4700 (w); 541-326-7124 (c) P.O. Box 9048 Mammoth Lakes, CA 93546 juliemarieblack14@gmail.com Term ends: 12/31/19 MCOE |
| Public Agency Representatives | |
| Jacinda Croissant Mono County Health Department 760-924-1842 (w); 720-220-2124 (c) P.O. Box 3329 Mammoth Lakes, CA 93546 jcroissant@mono.ca.gov Term ends: 9/30/20 MCOE | Molly DesBaillets First 5 Mono County 760-924-7626 (w) P.O. Box 130 Mammoth Lakes, CA 93546 mdesbaillets@monocoe.org Term ends: 10/31/18 Bd of Sups |
| Community Representative | |
| Sofia Flores Mono County Behavioral Health 760-924-1740 (w) P.O. Box 2619 Mammoth Lakes, CA 93546 sflores@mono.ca.gov Term ends: 10/31/19 Bd of Sups | Annaliesa Calhoun First 5 Mono County 760-924-7626 (w) P.O. Box 130 Mammoth Lakes, CA 93546 acalhoun@monocoe.org Term ends: 3/31/20 MCOE |
| Discretionary Appointees | |
| Sandra Villalpando Mono County Social Services 760-924-1784 (w); 714-309-0193 (c) P.O. Box 3813 Mammoth Lakes, CA 93546 svillalpando@mono.ca.gov Term ends: 12/31/18 Bd of Sups | Brooke Bien Mammoth Unified School District 760-934-6802 x513 (w); 760-914-2290 (c) P.O. Box 3509 Mammoth Lakes, CA 93546 bbien@mammothusd.org Term ends: 4/30/19 MCOE |
| LPC Coordinator | |
| Queenie Barnard IMACA Community Connection for Children 760- 934-3343 (w); 310-997-6147 (c) P.O. Box 8571 Mammoth Lakes, CA 93546 qbarnard@imaca.net | |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: CAO

TIME REQUIRED

SUBJECT Emergency Management
Performance Grant Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving the Emergency Management Performance Grant funding and appointing the County Administrative Officer to execute for and on behalf of Mono County.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, approving the Emergency Management Performance Grant funding and appointing the County Administrative Officer to execute for and on behalf of Mono County.

FISCAL IMPACT:

This grant was not included in the County budget for 2018-19; therefore, before funds are expended, staff will seek Board approval for a budget adjustment, including appropriation of the match. The grant award is for \$127,789 and requires a 100% match of \$127,789.

CONTACT NAME: Rebecca Buccowich

PHONE/EMAIL: /

SEND COPIES TO:

County Administrative Office.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Subrecipient Award Approval Letter |

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 11/1/2018 2:48 PM | County Administrative Office | Yes |
| 11/1/2018 4:03 PM | County Counsel | Yes |
| 11/1/2018 4:00 PM | Finance | Yes |



COUNTY OF MONO

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

Leslie Chapman
County Administrative Officer

To: Board of Supervisors

From: Rebecca Buccowich, Administrative Office, Administrative Services Specialist

Date: October 31, 2018

Subject:

Emergency Management Preparedness Grant (EMPG) appointment

Recommendation:

Consider and potentially adopt proposed resolution approving the appointment of the County Administrative Officer or her designee to facilitate the application and manage the Emergency Management Preparedness Grant.

Discussion:

Federal financial assistance is provided by the federal Department of Homeland Security and subawarded through the State of California (CalOES) as the Emergency Management Preparedness Grant. This award will be used to upgrade the County's radios and radio system. This grant has previously been managed in the Sheriff's Office.

Fiscal Impact:

This grant was not included in the County budget for 2018-19; therefore, before funds are expended, staff will seek Board approval for a budget adjustment, including appropriation of the match.

Attached:

Resolution
Notification of Subrecipient Award Approval

Governing Body Resolution

BE IT RESOLVED BY THE Board of Supervisors
(Governing Body)

OF THE County of Mono THAT
(Name of Applicant)

the County Administrative Officer, OR
(Name or Title of Authorized Agent)

the Administrative Services Specialist of the County Administrative Office, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this 6th day of November, 2018

Certification

I, Bob Gardner, District 3 Supervisor, duly appointed and
(Name)
Chair of the Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Mono on the
(Governing Body) (Name of Applicant)
6th day of November, 2018

Chairman of Mono County Board of Supervisors
(Official Position)

(Signature)

November 6, 2018
(Date)

Instruction Sheet Governing Body Resolution

Purpose

The purpose of the Governing Body Resolution (GBR) is to appoint individuals to act on behalf of the governing body and the OA.

Note: Self Certifications are not accepted as a valid Governing Body Resolution. You cannot self certify that you are an authorized agent. Another Board member will need to sign the lower portion of the GBR.

**Authorized
Agent(s)**

The Governing Body Resolution allows for the appointment of individuals or positions. **For each person or position appointed by the governing body, you must submit the following information, on the initial application FMFW Authorized Agent tab:**

- | | |
|---|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Title |
| <input type="checkbox"/> Street Address (City & Zip Code) | <input type="checkbox"/> E-Mail Address |
| | <input type="checkbox"/> Phone & Fax Numbers |
-

Agent Changes

- If the Governing Body Resolution identified Authorized Agents by position and/or title, changes can be made by submitting new Authorized Agent information to Cal OES, on the applicant's letterhead with the following information:

| | |
|---|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Title |
| <input type="checkbox"/> Jurisdiction | <input type="checkbox"/> E-Mail Address |
| <input type="checkbox"/> Street Address (City & Zip Code) | <input type="checkbox"/> Phone & Fax Numbers |
- If the Governing Body Resolution identified Authorized Agents by name, a new Resolution is needed when any changes are made. The information list above must also be submitted with the new Resolution.

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

RECEIVED

OCT 05 2018

**Mono County
Sheriff's Department**

September 21, 2018

Ingrid Braun
Sheriff- Coroner
Mono County
P.O. Box 616
Bridgeport, CA 93517

Subject: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**
Fiscal Year (FY) 2018 Emergency Management Performance Grant
(EMPG) Program
Grant Subaward #2018-0008, Cal OES ID # 051-00000
Grant Subaward Performance Period: July 1, 2018-June 30, 2019

Dear Sheriff Braun:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2018 Emergency Management Performance Grant (EMPG) Program Subaward in the amount of \$127,789. Once your completed application is received and approved, you may request reimbursement of eligible expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES Program Representative will examine and evaluate your FY 2018 EMPG Grant Subaward application. Throughout the Grant Subaward cycle, Cal OES will use performance milestones set in the Department of Homeland Security/Federal Emergency Management Agency Grants Reporting Tool (GRT) as indicators of performance and grant management capacity and this information may be used in assessing future competitive Grant Subaward applications. All activities funded with this Grant Subaward must be completed within the Subrecipient performance period.

You are required to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and non-competitive procurement requests and controlled equipment requests require additional approvals from Cal OES.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Subrecipients must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Following acceptance of this Grant Subaward, you must enter your subaward information into the GRT for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the Grant Subaward performance period or until you complete all activities and the Grant Subaward is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

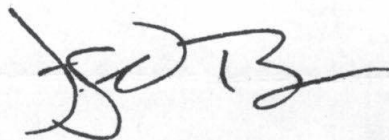
This subaward is subject to all provisions of 2 C.F.R., Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Sheriff- Coroner Ingrid Braun
Mono County

10/22/18

Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointments to Assessment
Appeals Board

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Assessment Appeals Board is responsible for considering appeals filed by property owners disputing the assessed value of their property. The Board consists of three regular members and at least one alternate member. The three current members up for reappointment have agreed to continue to serve in their current capacity through November 5, 2022.

RECOMMENDED ACTION:

Reappoint Madeline Brown and Paul Oster as a members of the Assessment Appeals Board, terms to expire November 5, 2022; reappoint Jeff Mills as alternate member of the Assessment Appeals Board, term to expire November 5, 2022; provide any desired direction to staff.

FISCAL IMPACT:

None. Full funding for the Assessment Appeals Board is included in the 2018/2019 annual budget.

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 11:58 AM | County Administrative Office | Yes |

11/1/2018 11:44 AM

County Counsel

Yes

11/1/2018 3:57 PM

Finance

Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors

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

Date: November 13, 2018

Subject

Reappointment of Members to Assessment Appeals Board

Recommended Action

Reappoint Madeline Brown and Paul Oster as a members of the Assessment Appeals Board, terms to expire November 5, 2022; reappoint Jeff Mills as alternate member of the Assessment Appeals Board, term to expire November 5, 2022; provide any desired direction to staff.

Discussion

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

Fiscal Impact

None. Full funding for the Assessment Appeals Board is included in the 2018/2019 annual budget.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Big Pine Paiute Tribe of the Owens
Valley Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from the Big Pine Paiute Tribe of the Owens Valley to the Los Angeles Department of Water and Power regarding the tribe's comments on LADWP's Notice of Preparation of a Draft Environmental Impact Report for the proposed Mono County Ranch Lease Renewal Project.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/1/2018 2:46 PM | County Administrative Office | Yes |
| 10/22/2018 4:57 PM | County Counsel | Yes |
| 10/29/2018 11:09 AM | Finance | Yes |



GENEVIEVE JONES
TRIBAL COUNCIL CHAIR

BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

P.O. BOX 700 · 825 SOUTH MAIN STREET · BIG PINE, CA 93513
(760) 938-2003 · FAX (760) 938-2942

www.bigpinepaiute.org

October 15, 2018

Los Angeles Board of Water and Power
Commissioners
Los Angeles Department of Water and
Power
Room 1555-H
111 North Hope St.
Los Angeles, CA 90012

Ms. Jane Hauptman
Environmental Planning and Assessment
Los Angeles Department of Water and
Power
111 North Hope St., Room 1044
Los Angeles, CA 90012
Jane.Hauptman@ladwp.com
monocountyleasecomments@ladwp.com

Dear Commissioners and Ms. Hauptman:

Subject: Comments on Notice of Preparation of an Environmental Impact Report on
Mono County Ranch Leases

The Big Pine Paiute Tribe of the Owens Valley (Tribe) submits the following comments on the August 15, 2018, Los Angeles Department of Water and Power (LADWP) California Environmental Quality Act (CEQA) Notice of Preparation (NOP) for an Environmental Impact Report (EIR) on the proposed Mono County Ranch Lease Renewal Project.

Tribal Consultation according to California Assembly Bill 52 (AB 52). The Tribe received a letter from LADWP dated September 5, 2018, notifying the Tribe that it may request consultation “pursuant to PRC § 21080.3.1(b).” The Tribe on September 13, 2018, responded with a written notice requesting formal consultation on this project. The Tribe’s response requested LADWP contact the Tribal Administrator to make arrangements for formal consultation. It came to the attention of the Tribal Administrator that LADWP’s response to the Tribe’s request for formal consultation was an email from “monocountyleasecomments@ladwp.com”. Because the Tribal Administrator expected the LADWP project coordinator to contact her to arrange a meeting, the computer-generated email was not anticipated or noticed by LADWP’s intended recipients. The Tribe does not view an email from a non-person as a respectful way to communicate with our sovereign community and requests that communications with Tribal staff be via telephone, email or letters from individuals, or in person.

Please note the Tribe expects that when it requests formal consultation with a state or local agency regarding projects which have the potential to significantly affect Tribal cultural resources, the lead agency should extend the courtesy to abide by the state of California's definition of consultation provided in California Gov. Code, § 65352.4, which states: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American Tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the Tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance."

It is imperative that LADWP conduct formal consultation between the decision-makers of our respective governments in order to listen to, understand, and effectively address the Tribe's concerns regarding cultural resources which may be adversely affected by the proposed project. The Tribe's information and perspectives are necessary components of the CEQA process. As of this date, LADWP and the Tribe have been unable to successfully schedule a formal consultation meeting. PRC § 21080.3.2(a) states, "If the California Native American tribe requests consultation regarding alternatives to the project, recommended mitigation measures, or significant effects, the consultation shall include those topics. The consultation may include discussion concerning the type of environmental review necessary, the significance of tribal cultural resources, the significance of the project's impacts on the tribal cultural resources, and, if necessary, project alternatives or the appropriate measures for preservation or mitigation that the California Native American tribe may recommend to the lead agency." The Tribe understands that LADWP will need to satisfy its legal requirement to consult with the Tribe prior to proceeding with the proposed project; therefore, AB 52 consultation is ongoing as of the October 16, 2018, due date for public comments on the NOP. The Tribe notes it is inappropriate for an agency to release a CEQA document without at least a good-faith effort by the agency to initiate and conduct consultation.

The Tribe desires to discuss several topics in formal Tribal consultation. These include: The proposed Project Description and extent of area potentially affected by the project; LADWP's capture, rerouting, and manipulation of water and its long-term plans for water export from the region; cultural resources which occur on the affected lands such as springs, plants and animals; archaeological resources within the project area; Paiute land stewardship throughout the region through time; consequences for downstream lands and resources; LADWP's effects on the regional economy; and the effects of the proposed project seven generations from now (on the habitat, economy, air quality, water availability, and overall wellbeing of the Tribe's descendants). The Tribe notes the proposed project area appears to affect LADWP-owned lands in Fish Slough: How will water be changed or manipulated in that area of critical environmental concern, which has numerous Tribal cultural resources?

The Project Description as stated in the NOP is inadequate for several reasons. According to CEQA, an acceptable Project Description must state the purpose for as well as the objectives to be achieved by the proposed project. A clear purpose and list of objectives then gives rise to reasonable alternatives. The Tribe recognizes that CEQA does not require a final Project

Description during the scoping phase of a project, but the Tribe views an adequate Project Description as necessary to engage in AB 52 consultation.

The NOP indicates the Project Description is LADWP's possibly entering into "new" Mono County leases for a 20 year term. Elsewhere in Inyo and Mono counties, LADWP commonly prepares and enters into lease agreements, and in those transactions, LADWP operates as a private business owner with no CEQA review or public disclosure of the process. In contrast, in this matter, LADWP would be acting as both a private entity preparing lease agreements in which it will allow itself to withhold water from its lessees, then LADWP will assume the role of lead agency by performing a CEQA review of itself and its environmentally-threatening proposal. This scenario will unfold in a county where the lead agency and its decision-makers have no direct accountability to the people affected by the environmental and economic consequences of the project. This action appears dishonest and fraudulent, and legal experts should review this situation for its consistency with the law.

In the Tribe's experience, LADWP routinely fails to disclose its actual plans for water management throughout the eastern Sierra. If LADWP adheres to a Project Description which is limited to ranch leases of a certain term, it is not disclosing LADWP's actual project, the need for the project, or the project objectives. In contrast to language in the NOP, information presented by LADWP staff at the September 26, 2018, public scoping hearing, presented a broad and vague Project Description and list of objectives. According to the presentation, the proposed project involves LADWP's desire to make more money from the water it will not deliver to ranch leases by running this water through its hydropower plants, exporting it from the eastern Sierra, then selling it to customers in LA, all while achieving an objective to "restore natural hydrology to Mono County streams." A project that tackles all of these would require a much more comprehensive EIR on LADWP operations. In contrast, a purposefully narrow and confining Project Description, such as a focus on ten leases, is known as segmentation in CEQA. Segmentation occurs when a lead agency takes a logically whole project and splits it into smaller projects, which, individually, appear to result in little or no significant impact. The Tribe has reason to believe that LADWP is intending to withhold surface water from Mono County ranches, then commit that water to storage, most likely in the Indian Wells Valley (or perhaps some other area adjacent to its Aqueduct) in order to retrieve the water at a later date with minimal or no CEQA review. If this is not something LADWP intends to do, then the Tribe requests LADWP clearly state that it has no intention of increasing water storage, providing water to Indian Wells Valley, or undertaking any other changes in operations.

The proposed project is inconsistent with Mayor Garcetti's Executive Directive No. 5 and with progress made since 2014 on the Sustainable City pLAN. LADWP staff presented that one objective of the proposed project was to "Manage LADWP-owned lands in Mono County in a manner consistent with the Mayor's Executive Directive No. 5, the Sustainable City pLAN, and the City Charter." The Tribe has reviewed these documents and finds no evidence supporting this project objective. In fact, Executive Directive No. 5, issued October 14, 2014, clearly called for the City of LA to reduce its dependence on imported water in part because of the possibility that an earthquake could sever the aqueducts that deliver water to the City. The Mono Basin and the Owens River Basin are hydrologically closed watersheds with no natural outlet to Los Angeles; that is, the only way LA can acquire eastern Sierra water is by importing it through

man-made conduits. Nothing in the Executive Directive calls for LADWP to further dry up lands in the eastern Sierra in order to sustain LA. In fact, such a strategy is contradicted by statements such as on page 5 of the Executive Directive, which says the City needs to focus on, “Increasing local water supply via an integrated water strategy. This includes an integrated citywide and regional strategy for groundwater remediation, stormwater capture and storage, green infrastructure, recycled water, and conservation.” These are all actions proposed for southern California. Since the Mayor’s pLAN and Executive Directive, researchers at UCLA earlier this year (February 1, 2018) released a report entitled, “LA Sustainable Water Project: Los Angeles City-Wide Overview” authored by K. Mika, E. Gallo, E. Porse, and others. This comprehensive analysis is an outcome of the Mayor’s Executive Directive No. 5 and Sustainable City pLAN, and it clearly calls for a reduction in LA’s dependence on eastern Sierra water with the eventual goal of 100% of LA’s water being locally-sourced. Therefore, LADWP’s proposal to stop irrigating lands in the eastern Sierra is absolutely not envisioned in the Sustainable City pLAN. The Tribe thinks LADWP staff is misrepresenting the good work and intentions of many hard-working and forward-thinking people in LA when LADWP tells eastern Sierra residents that the Mayor and people of LA are instructing the agency to further desecrate our environment by increasing exports via the LAA.

LADWP is already reducing water deliveries to its ranch leases. The 2018 runoff year was a somewhat-below-normal (approximately 78%) runoff year, which is within a range of natural variation for the region. As a result, Mono County ranch leases should have received a relatively normal amount of irrigation water or perhaps 4 acre-feet per acre instead of 5. But, in spring 2018, LADWP announced it would not deliver irrigation water to its Mono County ranch leases. By early July, the meadows along Rock Creek and surrounding Crowley Lake were quite obviously dry and brown from the perspective of thousands of people passing by on the highway. This condition contrasted significantly with what has been observed in previous years and for decades. The Tribe suggests that the lead agency should penalize the project proponent for implementing the project prior to initiating the CEQA process. But, would LADWP penalize itself?

The withholding of irrigation water, which would otherwise be readily available in Mono County, is a discretionary action by LADWP. No evidence was presented in the NOP or at the LADWP public scoping hearing held September 26, 2018, that there has been a shift in water availability or the needs of customers in Los Angeles, which are circumstances that might prompt the need for the proposed project to withhold irrigation water. It may be demonstrated that, in recent years, the eastern Sierra has experienced extremes in drought and precipitation conditions, but it is not possible to show a long-term trend in the average annual amount of precipitation or runoff in the region. In fact, climate projection models developed by scientists at UCLA do not show that the mean annual amount of water availability is expected to diminish (see <https://www.ioes.ucla.edu/wp-content/uploads/UCLA-CCS-Climate-Change-Sierra-Nevada.pdf>). In addition, LADWP staff showed clear evidence that per capita water usage by LADWP customers continues to decline and that the customers could and would use water more conservatively. LADWP staff also showed that water exports from the eastern Sierra skyrocketed in the past year relative to previous years. As a result, LADWP will have difficulty presenting a clear statement of need for the proposed project.

Reduction or cessation of irrigation will result in significant adverse environmental impacts. For decades LADWP lands in Mono County were receiving water to irrigate pasture and create habitat. It is likely that the same lands were irrigated, perhaps by our Paiute ancestors, prior to Euro American arrival or colonization by Los Angeles. Water is not a “REsource,” it is THE source: It is essential for life. Dewatering has devastating immediate and long term consequences and all of these impacts are significant. Many living things die immediately when denied water, others experience stress, suffering, and ultimate death. In addition, soils change, erosion increases, dust blows, and air quality becomes degraded. Groundwater drains and is no longer available to organisms and people. The agricultural economy takes a hit from which it may never recovery, and it may dwindle to nonexistence. There are fewer jobs, less food production, less diversity, fewer (or no) birds, fish, deer, pollinators, etc. The scenic qualities of the region are compromised, fewer tourists visit, and economic hardships increase. It is not clear why LADWP proposes to jeopardize a functioning ecosystem and modest human economy.

The Tribe desires to see Fish Slough protected in perpetuity. The proposed project shows that LADWP land in the northern part of Fish Slough may be affected. Tribe is aware that LADWP and Inyo County are proposing to operate well 385 near the terminus of the Fish Slough outflow. Fish Slough, the majority of which is managed as an ecological reserve by the state of California and as an Area of Critical Environmental Concern by the Bureau of Land Management, is noteworthy for its poorly understood hydrological regime as well as its unique soil and water chemistry making it unlike other places in the region and perhaps the world. The unique conditions in turn support numerous plant and animal species known to live only in Fish Slough or which have an extremely limited distribution outside of the slough. The native fish occupying Fish Slough were once important food for our ancestors. LADWP must take no actions that alter or potentially alter the hydrology of Fish Slough, such as changes in the way water flows over the land surface on LADWP lands.

Conclusion. LADWP has to date failed to conduct legally-required formal consultation with the Tribe on this proposed CEQA project, but LADWP needs to listen to and understand Tribal concerns regarding cultural resources prior to making a decision to proceed with the proposed project. Should LADWP proceed, in addition to engaging in formal Tribal consultation, LADWP must provide an adequate Project Description, and the project, as the Tribe sees it, is truly much broader than water provided (or not) to ten ranch leases in Mono County (an undertaking LADWP has already initiated). LADWP should not be the lead agency if the only focus of the Project is the Mono County ranch leases; in that case, Mono County should be the lead agency. The proposed project as presented to date is clearly contradictory to LA Mayor Garcetti’s Sustainable City pLAN and the good work that has resulted from his vision for the City’s water future. There are many adverse environmental/cultural impacts which would result from the project as the Tribe currently understands it.

Please understand that water in the Owens Valley is intimately intertwined with and inseparable from Owens Valley Paiute culture, and LADWP’s activities in the valley during the past 113 years show either ignorance of or disregard for this fact. The Tribe welcomes the opportunity to meet with LADWP officials to continue with the AB 52 Tribal consultation process to discuss the Tribe’s many concerns. Should you have questions about the Tribe’s comments or to

coordinate scheduling a meeting, please contact Tribal Administrator Jill Paydon. She may be reached at j.paydon@bigpinepaiute.org or (760) 938-2003.

Sincerely,



Genevieve A. Jones
Tribal Chairwoman

C: Eric Garcetti, Mayor, Los Angeles
George Kivork, Tribal Liaison, Office of the LA Mayor
Mitch O'Farrell, Los Angeles City Councilman, 13th District
Nury Martinez, Los Angeles City Councilwoman, 6th District
Richard Harasick, Senior Assistant General Manager, Water System, LADWP
Native American Heritage Commission
Mono County Board of Supervisors
Inyo County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Objector Acknowledgement Letter
from Inyo National Forest

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Acknowledgement of receipt of Mono County's objection to the Inyo National Forest's Final Environmental Impact Statement, Revised Land Management Plan, draft Record of Decision for the Inyo National Forest Plan Revision, and the Regional Forester's list of Specifies of Conservation Concern.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------------|
| Click to download |
| Letter |
| Mailing List |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 3:08 PM | County Administrative Office | Yes |
| 10/22/2018 5:04 PM | County Counsel | Yes |
| 11/1/2018 3:55 PM | Finance | Yes |



File Code: 1570

Date: OCT 12 2018

CERTIFIED-RETURN
RECEIPT REQUESTED

Dear Objector:

We have received timely objections of Forest Supervisor Tamera Randall-Parker's Final Environmental Impact Statement, Revised Land Management Plan, draft Record of Decision for the Inyo National Forest Plan Revision, and the Regional Forester's list of Species of Conservation Concern. The objections that have been received can be viewed at: <https://cara.ecosystem-management.org/Public/ReadingRoom?project=40601>. Your objection will be processed in accordance with the procedures found in the Forest Service land management planning regulations at Title 36, Code of Federal Regulations, Part 219, Subpart B (36 CFR 219, subpart B).

As the reviewing officer for the Inyo National Forest's revised plan, I have received 22 verified objections, with numerous co-objectors. I have also received 3 objections on the Regional Forester's list of Species of Conservation Concern. The reviewing officer for the list of Species of Conservation Concern is Leslie Weldon, Reviewing Officer for the Chief. My staff will be coordinating with staff in the Washington Office in this review process and have already forwarded the Species of Conservation Concern objections to the Washington Office. This letter serves as acknowledgment of objections for these concurrent objection processes.

Within 10 days of the October 3, 2018, objection filing period closing date, the Forest Supervisor will post a notice in the newspaper of record asking for interested persons to notify us if they would like to participate. The process for this will also be posted on the Inyo National Forest website.

I would like to take this opportunity to share information about how the remainder of the objection process will be implemented. Hopefully this will clarify any questions you might have at this point in the process. My staff and I, and the Washington Office staff and reviewing officer, are carefully reviewing the submitted objections, the revised land management plan, and the list of Species of Conservation Concern, to ensure the revised plan and list of Species of Conservation Concern meet current requirements. This review will determine whether changes are warranted to improve the analysis and decision.

I may determine that a resolution meeting is needed to work with objectors to explore opportunities to resolve all or part of an objection. If opportunities for resolution are identified, and I decide to hold a resolution meeting, invitation letters will be sent to all objectors and interested persons. These letters will include the meeting time, location, and the specific issues to be discussed. If an objection resolution meeting is held, participation in the meeting will be guided by me, along with help from the responsible official, as per the requirements found in 36 CFR 219 subpart B. The Washington Office reviewing officer will guide the meeting topics



related to Species of Conservation Concern. The issues to be discussed and the format of the meeting, including how objectors and interested persons can most effectively participate, are left to my discretion and will be provided to objectors and interested persons by letter. Resolution meetings are open to the public.

I want to emphasize any potential objection resolution meeting will be scheduled only for those issues determined to have the potential for resolution. Examples of reasons why an issue may have no potential for resolution include suggested remedies that would violate existing law, policy, or regulation; suggestions that are contrary to the best available science; or suggestions that would alter well-reasoned and legally compliant choices made by the responsible official.

The end of the 90-day objection resolution period occurs on January 1, 2019. In order to provide a sufficient amount of time for this review and any potential objection resolution meeting, I have decided to extend the objection resolution period by 30 days, consistent with the regulations at 36 CFR 219.56(g). Following any resolution meetings, and prior to the end of the extended objection resolution period, I will send a written response to all objectors.

If you have any questions or need additional information about the objection process please feel free to contact Talitha Derksen, Regional Administrative Review Coordinator at (530)-226-2382 or talithaferksen@fs.fed.us. If you have any questions about the revised Land Management Plan or the list of Species of Conservation Concern, please contact Leeann Murphy, Inyo National Forest Environmental Coordinator at (760)-873-2404 or lburphy@fs.fed.us.

Sincerely,



BARNIE GYANT
Deputy Regional Forester
Reviewing Officer

Enclosure

cc: Talitha Derksen, Leeann Murphy, MaryBeth Hennessy



Mailing List Report

Project: Land and Resource Management Plan Revision (40601)
Comment Period: Objection -
Period Dates: 8/4/2018 - 10/3/2018 **Generated:** 10/10/2018 1:56 PM

| Name | Organization | Address | City | State | ZIP | Email | Contact |
|-------------------|---|----------------------------|------------|-------|------------|------------------------------------|---------|
| Augustine, Justin | Center for Biological Diversity and the John Muir Project | 1212 Broadway, Suite 800 | Oakland | CA | 94612 | jaugustine@biologicaldiversity.org | Email |
| Brink, Steve | CFA and AFRC | 1215 K St., #1830 | Sacramento | CA | 95814 | steveb@calforests.org | Email |
| Britting, Susan | Sierra Forest Legacy | PO Box 377 | Coloma | CA | 95613 | britting@earthlink.net | Email |
| Cutting, Lisa | Mono Lake Committee | PO Box 29 | Lee Vining | CA | 93541 | lisa@monolake.org | Email |
| Gabriel, Jerry | | 1800 Valley View Dr | Bishop | CA | 93514 | jerrydgabriel@yahoo.com | Email |
| Gardner, Bob | Mono County Board of Supervisors | PO Box 715 | Bridgeport | CA | 93517 | wsugimura@mono.ca.gov | Email |
| Granat, Amy | California Offroad Vehicle Association | 1500 W El Camino Ave. #352 | Sacramento | CA | 95833-1945 | granat.amy@gmail.com | Email |
| Irvine, Andrew | North American Packgoat Association | P.O. Box 3221 | Jackson | WY | 83001 | andy@andrewirvinelaw.com | Email |
| Johnston, Mike | | 382 Shepard Ln | Bishop | CA | 93514 | mikzemail@gmail.com | Email |
| Johnston, Mike | Eastern Sierra 4WD Club | | | | | es4wdclub@gmail.com | Email |
| Kooyman, Justin | Pacific Crest Trail Association | 1331 Garden Highway | Sacramento | CA | 95833 | jkooyman@pcta.org | Email |
| Maloney Bellomo, | People for Mono Basin | PO Box 217 | Lee Vining | CA | 93541 | hydroesq@schat.net | Email |

| | | | | | | | |
|----------------------------|---|----------------------------------|----------------|----|-------|--------------------------------|-------|
| Kathleen Mandich, Becky | Preservation Southern California Edison | 8631 Rush Street | Rosemead | CA | 91770 | Becky.Mandich@sce.com | Email |
| Murdock, Erik | Access Fund | 4720 Walnut Street, Suite 200 | Boulder | CO | 80301 | erik@accessfund.org | Email |
| Page, David | Winter Wildlands Alliance | PO Box 100-460 | Mammoth Lakes | CA | 93546 | dpage@winterwildlands.org | Email |
| Patzer, Jon | | | | | | jonpatzer@hotmail.com | Email |
| Simsiman, Theresa | American Whitewater | 7969 Madison Avenue #1706 | Citrus Heights | CA | 95610 | theresa@americanwhitewater.org | Email |
| Stewart, John | California 4WD Association | 8120 36th Avenue | Sacramento | CA | 95824 | office@cal4wheel.com | Email |
| Totheroh, Dan | Inyo County Board of Supervisors | PO Drawer N | Independence | CA | 93526 | dellis@inyocounty.us | Email |
| Turcke, Paul | Blue Ribbon Coalition | 7699 WEST RIVERSIDE DRIVE | Boise | ID | 83714 | PAT@msbtlaw.com | Email |
| Warren, Greg | | | | | | NSTrail@comcast.net | Email |
| Woods, Pat | | | | | | icyroadz@hotmail.com | Email |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Application for Alcoholic Beverage
License

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Applications from the Department of Alcoholic Beverage Control for alcoholic beverage licenses for Mammoth Mountain Ski Area Food & Beverage, LLC for Mammoth Mountain Inn and June Mountain Ski Area.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|-----------------------------|
| Click to download |
| Application |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 12:01 PM | County Administrative Office | Yes |
| 10/24/2018 9:49 AM | County Counsel | Yes |
| 10/29/2018 9:41 AM | Finance | Yes |

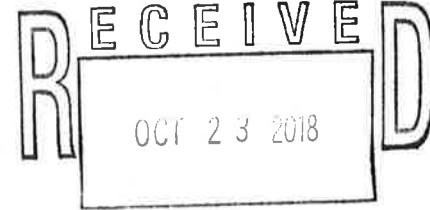
Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)
 ABC 211 (6/99)

State of California

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **600173**
 Receipt Number: **2534077**
 Geographical Code: **2600**
 Copies Mailed Date: **October 17, 2018**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **MMSA FOOD & BEVERAGE, LLC**
 Name of Business: **MAMMOTH MOUNTAIN INN**
 Location of Business: **MINARET HWY N/S FLRS 1-3 5M W OF PO
 MAMMOTH LAKES, CA 93546**
 County: **MONO**
 Is Premise inside city limits? **No** Census Tract **0002.00**
 Mailing Address: **1621 18TH ST STE 300**
 (If different from premises address) **DENVER, CO 80202-5905**
 Type of license(s): **47, 68**



Transferor's license/name: **437410 / MAMMOTH MOUNTAIN SKI AREA LLC** Dropping Partner: Yes ___ No

| License Type | Transaction Type | Fee Type | Master | Dup | Date | Fee |
|-----------------------------|---------------------------|----------|--------|-----|----------|-------------------|
| 47 - On-Sale General Eating | PERSON-TO-PERSON TRANSFER | P0 | Y | 1 | 10/17/18 | \$1,350.00 |
| 47 - On-Sale General Eating | ANNUAL FEE | P0 | Y | 1 | 10/17/18 | \$964.00 |
| 68 - Portable Bar | PERSON-TO-PERSON TRANSFER | P0 | N | 1 | 10/17/18 | \$100.00 |
| 68 - Portable Bar | DUPLICATE/SECONDARY | P0 | N | 1 | 10/17/18 | \$327.00 |
| NA | ISSUE TEMPORARY PERMIT | NA | N | 1 | 10/17/18 | \$100.00 |
| Total | | | | | | \$2,841.00 |

Have you ever been convicted of a felony? **No**
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**
 Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO Date: October 17, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

MMSA FOOD & BEVERAGE, LLC

Applicant Signature(s)

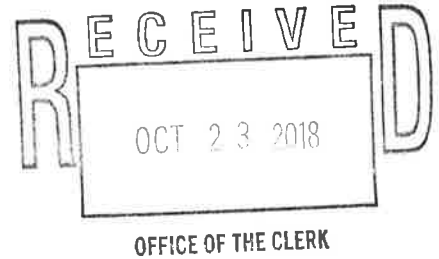
See 211 Signature Page

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 600184
Receipt Number: 2534143
Geographical Code: 2600
Copies Mailed Date: October 17, 2018
Issued Date:



DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: MMSA FOOD & BEVERAGE, LLC
Name of Business: JUNE MOUNTAIN SKI AREA
Location of Business: JUNE LAKE LOOP RD S/S 3/4M S/W OF JUNE LAKE, CA 93529

County: MONO

Is Premise inside city limits? No Census Tract 0001.01

Mailing Address:
(If different from
premises address)

Type of license(s): 47

Transferor's license/name: 540087 / MAMMOTH MOUNTAIN SKI AREA LLC Dropping Partner: Yes ___ No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include On-Sale General Eating (ANNUAL FEE, PERSON-TO-PERSON TRANSFER) and NA (ISSUE TEMPORARY PERMIT). Total fee: \$1,987.00

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO Date: October 17, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

MMSA FOOD & BEVERAGE, LLC



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Agricultural Commissioner's Office
Department Update November 2018

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

November 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---------------------------------|
| Click to download |
| Nov 2018 Update |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 11/2/2018 9:00 AM | County Administrative Office | Yes |
| 11/2/2018 8:59 AM | County Counsel | Yes |
| 11/2/2018 9:00 AM | Finance | Yes |



DEPARTMENT REPORT

November 2018

Agriculture

Industrial hemp has been a hot topic statewide as we come closer to January 1, 2019. On that date, the California Department of Food and Agriculture (CDFA) should begin issuing industrial hemp cultivation permits through County Agricultural Commissioner’s (CAC) Offices. Several California counties have banned either the production of industrial hemp by “Established Agricultural Research Institutions” or production of industrial hemp for any reason, and several more counties will grapple with the question of banning industrial hemp prior to January 1, 2019. Counties have been looking into how this emerging crop might conflict with local cannabis laws and whether or not there is local authority to regulate. Additionally, industrial hemp production is not compatible with cannabis production if the two crops are near each other, so those counties that have established local regulations for commercial cannabis have concerns that a lack of local control could negate the extensive work that has been poured into these programs.

[Agriculture in Inyo and Mono Counties, An Economic Profile](#), was highlighted at a recent California Agricultural Commissioner and Sealer’s Association (CACASA) meeting as one of 11 reports generated in the past several years that go beyond a simple crop report and look at overall economic contributions of local agriculture. There has been increasing interest from counties in completing such reports, and counties may have the advantage of group pricing in the future.



The 55 California Agricultural Commissioners meet with Secretary Ross during our Fall Conference

CACASA has a new website, which is still a bit lean on content but improving every day. You can check it out at www.CACASA.org.

Weights and Measures

The California Division of Measurement Standards (DMS) is sending an employee out to our counties this month to provide training to staff on liquefied petroleum gas (LPG) meter testing. DMS funding and staff resources have been very limited for a number of years, and we are very excited to have such an opportunity. LPG testing in Inyo and Mono Counties is limited to propane dispensers, but is a very complicated and time consuming process. Up until a few years ago, we were paying the state to conduct this testing for us, which cost about \$10,000 each year. We purchased the equipment to conduct the testing ourselves for \$65,000, which means we should begin saving money in about 5 years from now. The equipment has an estimated service life of 30-40 years.



Our LPG provers at work during a meter test

Mosquito Abatement

With the official end of the mosquito season occurring on October 17, most field activities are now finished and staff is working on winterizing equipment and assessing what repairs may be needed.

Several complaints have come to our office about high mosquito populations in certain parts of Bishop. Increased activity is due to a river fluctuation a few weeks ago. Staff has deployed traps and may conduct some control work, but not much can be done this time of the year as temperatures are too low to apply adulticides. Not only would such applications be expensive and probably not at all effective, but they would also be illegal since fogging must be conducted early in the morning and label instructions do not allow applications when temperatures are lower than 60 degrees.

Invasive Plant Management Program

As expected, invasive weed populations increased dramatically this year following extensive water spreading associated with high 2017 runoff levels. Weed acreage has roughly quadrupled in areas where water was spread, most likely due to both seed and root fragment spread from water flows as well as an inability for crews to access and treat sites in 2017. Many areas where water spreading did not occur, such as portions of Round Valley and Hammil Valley, did not see increases but rather decreases in weedy populations.

The passage of AB 2470 may bring additional funds to our weed management division in the near future. This bill created the Invasive Species Council of California, and established a fund at CDFA for invasive plant control. This fund is required to send 60% of budgeted dollars to local weed management area (WMA) groups for on the ground weed control. Resources will also be provided for research grants and to CDFA for administration.

Field operations ended on October 31, and full time staff has been working on winterizing equipment, assessing what maintenance and repair needs to be completed, and finalizing field data. Office staff continues to work on improving processes such as reporting and data collection, as well as searching for future resource opportunities.

Inyo County Commercial Cannabis Permit Office

Review of applications continues. We hope to have some proposals to the Board shortly for review and potentially license issuance.

The FBI is still reviewing our live scan application, but it is hoped that we will have authorization to conduct federal background checks shortly. Once we have this authorization, we can start accepting live scan data from applicants.

November 2018 Calendar

November 1

Eastern Sierra Weed Management Area Meeting
Bishop

November 12

Veteran's Day
Office Closed

November 15-16

Southern California and San Joaquin Valley
Agricultural Commissioner and Sealer's Association Meeting
San Luis Obispo

November 6

Mono Board of Supervisors Meeting - Industrial Hemp
Bridgeport

November 13-16

California Division of Measurement Standards LPG meter
training for Inyo/Mono staff

November 22-23

Thanksgiving Holiday
Office Closed



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Community Development - Planning

TIME REQUIRED 40 minutes

PERSONS APPEARING BEFORE THE BOARD Michael Draper

SUBJECT Cannabis Operation Permit 18-001

AGENDA DESCRIPTION:

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

Seeking Board approval for Cannabis Operation Permit 18-001, an adult-use cannabis retail-only operation in June Lake, CA.

RECOMMENDED ACTION:

Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption, and approve Cannabis Operation Permit 18-001 subject to the conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in cannabis taxes.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| Staff Report & Attachment A |
| Attachment B |
| Attachment C |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 11:19 AM | County Administrative Office | Yes |

10/26/2018 9:35 AM

County Counsel

Yes

11/1/2018 4:27 PM

Finance

Yes

Mono County Community Development Department

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Planning Division

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Date: November 6, 2018

To: **Honorable Mono County Board of Supervisors**

From: Michael Draper, Planning Analyst II

Re: **Cannabis Operation Permit 18-001/Really High Sierra, Inc.**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve Cannabis Operation Permit 18-001 subject to the conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in cannabis taxes.

BACKGROUND

In June 2017, California Senate Bill 94 was passed, consolidating the provisions of the Medical Cannabis Regulation and Safety Act and Proposition 64 (passed by voter approval in the November 2016 election) into what is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). The Act creates a framework for the regulation of commercial medicinal and adult-use cannabis in California.

Three state authorities were authorized for the oversight and State permitting of cannabis businesses: The Bureau of Cannabis Control is the lead agency for retailers, distributors, testing labs, microbusinesses, and temporary cannabis events; CalCannabis, a division of the California Department of Food and Agriculture, has oversight of cultivation; and the Manufactured Cannabis Safety Branch, a branch of the California Department of Public Health, regulates all commercial cannabis manufacturing. Each licensing authority requires an operator to receive local approval prior to applying for state licensure.

To develop specific local cannabis regulations, two rounds of public outreach were conducted via the Regional Planning Advisory Committees and the June Lake Citizen Advisory Committee from March to August 2017. The Board of Supervisors held four public workshops beginning March 2017, and the Planning Commission held a workshop on September 21, 2017, for input and direction on policy issues raised by public outreach and other public comment. In response to the workshops, outreach, and policy discussion, the Board directed the initiation of a General Plan Amendment on October 3, 2017 to adopt policies pertaining to cannabis activities to sustain progress toward complete and comprehensive County regulations. On December 5, 2017, General Plan Amendment (17-03) was adopted by Resolution R17-88, establishing policies for commercial cannabis activity by changing and adding text to the Land Use Element and Conservation/Open Space Element of the Mono County General Plan.

In January and February 2018, the Planning Commission continued to review specific regulations to govern cannabis activity. These regulations were consolidated into a new General Plan chapter, Chapter 13, Commercial Cannabis

Activities, and Mono County Code (MCC) Chapter 5.60, Cannabis Operations. On April 17, 2018, the Board approved General Plan Amendment 18-01 which included General Plan Chapter 13 and MCC Chapter 5.60.

The chapters established two permits required for local cannabis businesses: a Conditional Use Permit for the property's land-use entitlement, and a subsequent Cannabis Operation Permit for the business. While the Conditional Use Permit runs with the land, the Operation Permit is unique to the business and expires annually. A separate cannabis Operation Permit is required for each type of cannabis activity carried out on or at the premises regardless of ownership.

On June 5, 2018 the Community Development Department released cannabis permit application forms and on June 7, 2018, the first applications were accepted.

Pursuant to California Business and Professions Code Section 26000, et seq., a valid license issued by the state shall be required to operate any commercial cannabis activity within the County.

DISCUSSION

The subject application, Cannabis Operation Permit 18-001/Really High Sierra, is for an adult-use cannabis retail operation located at 2555 Highway 158, June Lake, CA. The project was approved for a Conditional Use Permit at the September 18, 2018 Planning Commission meeting, thereby satisfying MCC 5.60.040(C). The Commission found that the project was consistent with the requirements of Chapter 13 of the General Plan, analyzing the project's location, site, odor mitigation, signage, visual screening, lighting, parking, and noise generation (See Attachment A). The premise was previously considered to be in a conditional development area for avalanches. However, a site-specific avalanche study was completed in August 2018 by Sue Burak of Snow Survey Associates, finding the property to be in a White Zone. A White Zone is characterized as a low-risk zone with estimated return periods of 300 years or impact pressures less than a gale force wind (21 lbs/ft²). Associated impact pressures with potential White Zone avalanches are considered "relatively harmless to people". The complete avalanche study is available by request.

The applicant, Mr. John DeCoster, does not currently operate and has not operated, any other cannabis businesses. He is a resident of Mono County and currently operates an electronics manufacturing company, Insane Audio, specializing in consumer electronics, multimedia navigation systems, and accessories specifically made for off-road vehicles. The retail cannabis operation will take place in the same location and facility as Insane Audio, but it should be noted that Insane Audio is not open to the public. The facility's existing public storefront will be utilized exclusively for the cannabis retail business.

Mr. DeCoster is the Chief Executive Officer of Rock House Holdings, LLC, and representative for the property leasee, Really High Sierra. Mr. DeCoster is the property owner, business owner and retains all financial interest.

The existing structure at 2555 Highway 158 is designated Commercial, and suitable for a retail business. The applicant's initial plan is to open within the existing retail space which is 100 square feet. No additional construction improvements will be necessary. A second phase of this project will be to expand the retail space into the existing facility for a total of approximately 500 sq. ft. of retail space, as well as providing a public unisex bathroom improved for accessibility.

MCC 5.60.070 lists the application requirements for obtaining a Cannabis Operation Permit. The applicant has provided all required materials for this application to be processed. The project is required to comply with additional regulations for cannabis retail, MCC 5.60.140. Internal staff routing has verified completeness and acceptance of the application.

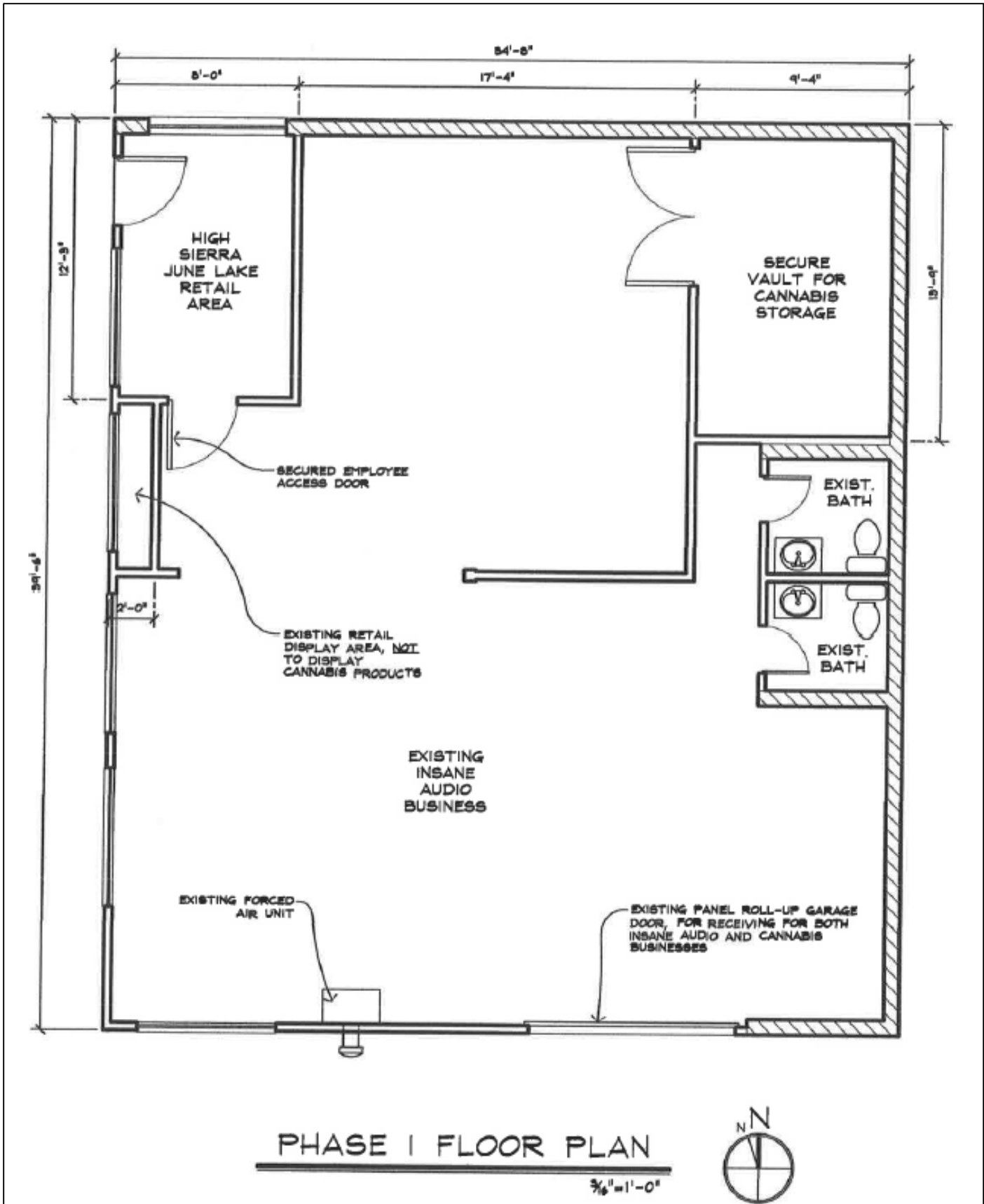


Figure 1: Floor plan

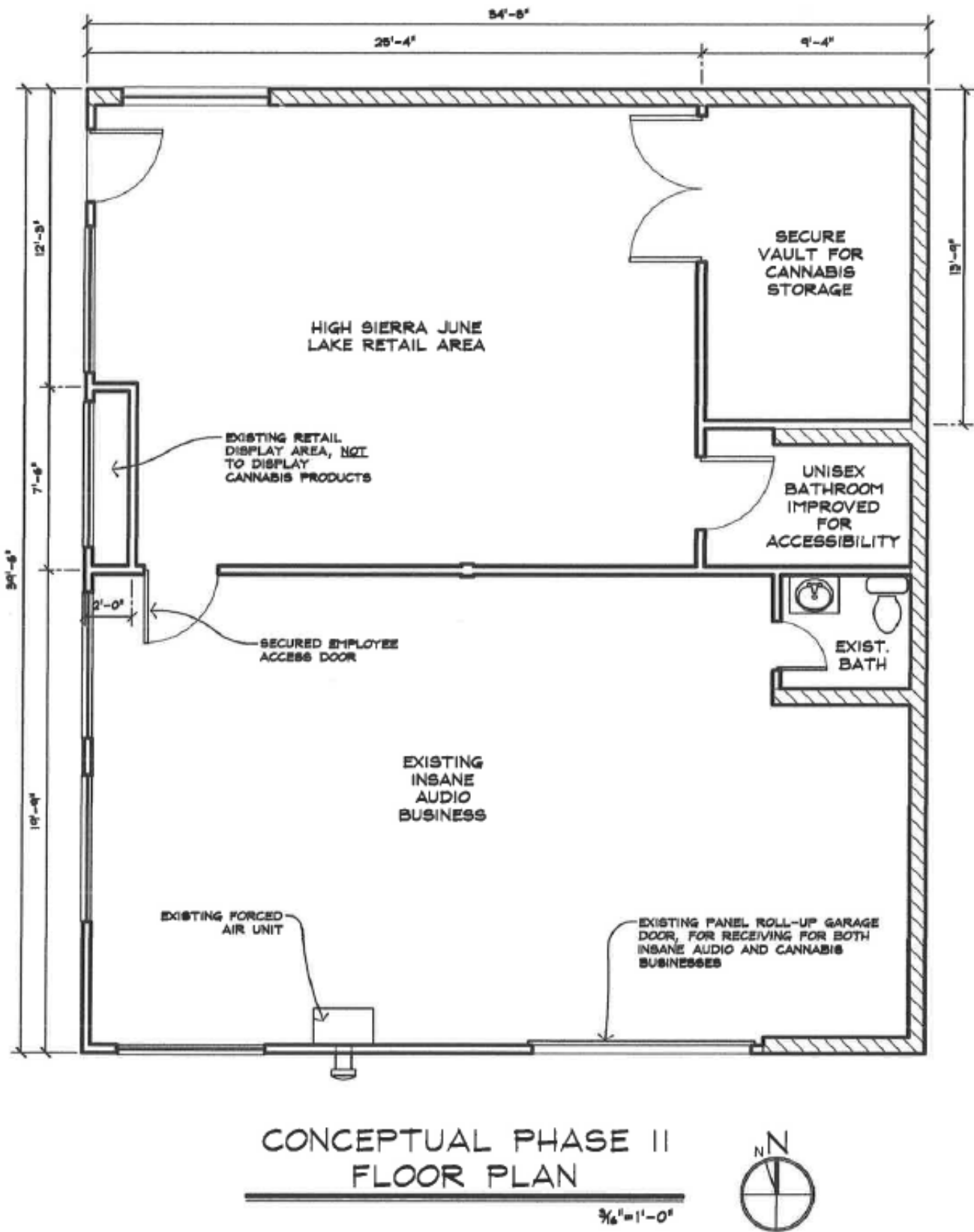


Figure 2: Floor plan 2

Operating plan – MCC 5.60.070(B)(13)

The applicant is required to submit an operating plan detailing proposed activity, products, processes, inventory procedures, employee training, hours of operation, and quality control procedures.

- The proposed activity is retail sale of cannabis and cannabis products to persons 21 years of age and older. Retail products will include cannabis, cannabis products, apparel and gifts. The business's goal will be to conduct retail operations of natural, locally grown and organic cannabis and cannabis products.
- Pursuant to County regulation, operation hours will be between 9:00 am and 9:00 pm.
- Quality control procedures: The applicant will verify that the cannabis and cannabis products have not exceeded their expiration or sell-by date if one is provided. If products are defective, a return between the licensees (e.g., licensed retailer and licensed manufacturer) may take place. Standard practice will include rotating stock during physical inventory and checking expiration dates.
- The 24-hour emergency contact and community relations contact listed is Mr. John DeCoster; telephone number 310-924-9478, and email address John.m.decoster@gmail.com.
- Processes and procedures to be utilized include documented opening and closing procedures, cash management procedures to limit on-hand cash, procedures requiring all deliveries to be coordinated with management and integrated within inventory control procedures, and formal incident reporting procedures and incident log to be maintained at the premises.
- All cannabis and cannabis products will be secured in either a locked retail display case or within a secure vault with the exception of a limited number of products that may be used for display purposes or immediate sale. The locked display case will only house a small amount of inventory and employees will conduct physical inventory before and after shifts. Employees will unlock and open the retail display case only at the time of customer purchase and the case will remain locked during normal business operations. The secure vault will only be accessible by management and will be used to replenish the retail display case based on daily sales.
- Age Verification: No persons under the age of 21 will be allowed to enter the premise. Trained security personnel will enforce the regulation using electronic scanning and/or visual checking of a government issued form of identification.
- All sales of products will be final and appropriate signage will be posted to that effect. High Sierra will not accept returns from other cannabis retailers or from customers.
- A warning sign for pregnant or breastfeeding adults, driving while high, and "Not for Kids or Teens", will be posted in a prominent location, in compliance with MCC 5.60.140(P).

In general, the operation will feature modern décor and themes highlighting "natural and organic" principles and local sourcing (i.e. pictures from local farms). Security at the door will ensure that no persons under 21 will enter the premises and will also monitor occupancy. Customers will be encouraged to walk around and browse the retail non-cannabis items such as clothing. All cannabis products will remain locked in a glass display case. As a principle, the business wants to encourage foot traffic and customers who may just want to browse. A one-on-one dialog with an employee will take place to educate the customers and recommend products. When a customer wants to purchase a cannabis product, the display case will be unlocked by an employee only at the time of purchase. Upon purchase, products will be immediately placed in approved packaging as mandated by state law (CA Business and Professions Code Section 26120) and given to the customer.

Inventory Control

The business will implement formal inventory control procedures including electronic inventory control, inventory reconciliation procedures and regular stock counts. All deliveries will be coordinated by and with management. An electronic inventory control system will be integrated with the Point of Sales system, and regular stock counts will be implemented to reconcile actual stock on hand with electronic record of inventory.

A roll-up garage door, separate from the point-of-sales area, will be used for receiving inventory. A secured vault will be used for inventory storage, and all cannabis goods will be received from a licensed distributor (CA CCR §5406). Security cameras on the exterior and interior of the facility will record all areas where cannabis and cannabis product will be received, transported, and stored.

Once the applicant has applied for a state license, he will be able to register with the California Cannabis Track-and-Trace System (CCTT) and complete training on the system to become an account manager. When a state license has been issued, the account manager will be credentialed to access the CCTT-Metric system and will use the system when receiving product. The operation will maintain a copy of all shipping manifests, provided by a licensed distributor, that will be made available upon request from all officials.

Employees

The applicant has stated that all employees will go through a formal screening process that includes but is not limited to background checks and reference checks. Per County Code requirements, all employees are required to be twenty-one (21) years of age or older for adult-use retail, and the business shall retain proof of age for all employees.

All employees will undergo a mandatory internal security and operational training program as well as training made available through the Mono County Health Department. Once hired, employees will complete an internal training program and an approved external training program, such as Sell-SMART by Cannabis Trainers TM. Employees will be trained about cannabis products offered as well as the risks involved with use of them.

Detailed business plan – MCC 5.60.070(B)(14)

Use Permit 18-003 was approved on September 18, 2018 and the application for which provided a detailed analysis of the land use and relevant impacts including the project's location, site, odor mitigation, signage, visual screening, lighting, parking, and noise generation. A full copy of the Use Permit is attached (Attachment A).

The applicant is required to obtain a Business License before beginning operation (MCC 5.60.040(F)). The applicant has agreed to secure and provide proof of all approvals necessary to operate a commercial cannabis retail operation prior to beginning business.

Waste management plan – MCC 5.60.070(B)(15)

The project is a retail store only, and as such, little waste is expected to be generated. Products will be pre-packed by licensed distributors, and the receiving packaging is required to be kept on-site while the contents are offered for sale (MCC 5.60.140(O)). Any cannabis waste will be stored in the secure vault unit until it is ready to be manually transported to a licensed solid waste facility. Depending on the amount of material, this will take place monthly or quarterly. Cannabis waste will be weighted and inventoried prior to leaving the store. Any expired or defective cannabis products may also be returned to distributors pursuant to state law. A waste report itemizing serial numbers and weight of cannabis product disposed of through a waste facility will be created and stored on the premise with appropriate receipts. No hazardous materials will be on site.

The Bureaus of Cannabis Control Emergency Regulations, section 5053 (a), allows for returns between licensees when a manufactured cannabis good is found to be defective. The return may only be in exchange for a non-defective version of the same type of cannabis good, or in exchange for a cannabis good of equal value.

Security plan – MCC 5.60.070(B)(16)

The Confidential Security Plan has been reviewed by the Mono County Sherriff's Office and has been approved. The Security Plan follows the requirements that have been set forth in Title 16, Section 5042-5047 of the California Code of Regulations. Per Mono County Code 5.60.070.B(16) the security plan is confidential.

At the time this report was written, the applicant was in the process of completing a Live Scan for Mono County. The applicant has completed a Live Scan for the state application.

Analysis – MCC 5.60.080(C)

Upon completion of staff review and internal processing, the Director shall set the matter for decision by the Approval Authority, which shall receive and consider the input and recommendations of the Sheriff, staff, the applicant and any interested persons and, thereafter, may issue the cannabis operation permit if:

1. The commercial cannabis activity, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.

The staff report describes the applicant's operations such that they are in compliance with County regulations and applicant has signed under Penalty of Perjury that "the applicant and all persons involved in management have the ability to comply with all laws regulating cannabis businesses in the State of California and shall maintain such compliance during the term of the permit".

The applicant has provided a copy of the annual license application to be submitted to the state for licensure.

2. The property has all necessary land use entitlements as required by the Mono County General Plan or is legally exempt from such requirements.

The applicant received a Use Permit from the Planning Commission on September 20, 2018.

3. The applicant has demonstrated to the satisfaction of the Approval Authority that the operation, its owners and the applicant have the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.

Through this evaluation, the applicant has demonstrated the ability to comply with state law and regulation, the Mono County General Plan, and the Mono County Code. The application has been circulated for multi-departmental review and has received approval from departments including but not limited to Community Development, Public Health, and the Sheriff's Office. On October 17, 2018 a final County Cannabis Joint Committee meeting was held for final discussion of the project. Application materials were reviewed, and additional questions of the project were communicated to the applicant for further clarification which was provided by the applicant and included in this report.

4. No applicant or owner has been convicted of a felony or a drug related misdemeanor reclassified under Section 1170.18 of the California Penal Code (Proposition 47) within the past ten (10) years, unless the Approval Authority determines that such conviction is not substantially related to the qualifications, functions or duties of the person or activity and/or there is adequate evidence of rehabilitation of the person. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.

The applicant or owner has not been convicted of a felony or a drug related misdemeanor within the past ten (10) years. The applicant has completed a Live Scan and it has been determined that no significant crimes have been committed.

5. The Approval Authority determines that issuance of the permit is in the best interests of the community, the County, and its citizens and visitors, based on the following:

- 1) The experience and qualifications of the applicant and any persons involved in the management of the proposed cannabis business;

The applicant has a strong background in owner-operated businesses and experiences that will help facilitate a successful business.

- 2) Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed cannabis business;

The applicant has received four letters in support of the proposed business from local community members, including three June Lake business owners, and one letter in opposition, all of which were addressed to the Planning Commission and considered during the Use Permit process; no letters were received in response to the Operation Permit. The applicant owns, and resides in, the residential property directly adjacent to the proposed business location which will be a positive impact for the proposed business.

- 3) The adequacy and feasibility of business, operations, security, waste management, odor control, and other plans or measures submitted by the applicant;

As a retail business, the application adequately addresses the feasibility of business, operations, security, waste management, and odor control. The applicant currently operates a successful business (non-storefront) in this location. Adding a storefront component to this location will be an asset to the downtown corridor of June Lake.

The limited retail space has sufficient security elements to prevent crime and unanticipated nuisances.

Odor control and waste management will be very limited. Consumption is prohibited on-site and retail products will arrive at the location prepackaged. Waste materials will be in the form of packaging and non-cannabis containing waste. Any cannabis or cannabis products that are found to be defective will be returned to the licensed Distributor.

- 4) Whether granting the permit will result in an undesirable overconcentration of the cannabis industry in a limited number of persons or in a limited geographic area within the County;

No other cannabis-related businesses exist in the community of June Lake at this time.

- 5) Environmental impacts/benefits of the cannabis business such as waste handling, recycling, water treatment and supply, use of renewable energy or other resources, etc.; and

No environmental impacts are anticipated from the proposed business.

- 6) Economic impacts to the community and the County such as the number and quality of jobs created, and/or other economic contributions made by the proposed operation.

The proposed business is expected to generate additional jobs for area residents. The proposed business will generate positions for security and retail associates. The retail employees will be of high quality; background checks will be completed for employees and employees will receive specific training for the job.

The Board has the authority to deny an application that meets any of the following criteria (MCC 5.60.080(D)):

1. The applicant has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous cannabis operations permit issued under this Chapter for an operation involving the same applicant or owner has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The applicant or any owner has been determined, by an administrative hearing body or a court of competent jurisdiction to have engaged in commercial cannabis activities in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.

This staff report has been reviewed by the Community Development Director.

ATTACHMENTS

- A. Cannabis Operation Permit 18-001 Conditions of Approval**
- B. Staff Report – Use Permit 18-003**
- C. MCC 5.60 Public Health components compliance**

Attachment A

Conditions of Approval Cannabis Operation Permit 18-001/Really High Sierra

1. The operation shall comply with all County department regulations including, but not limited to, the Mono County Sheriff's Department, Public Health Department, Environmental Health Department, Public Works Department, Community Development Department, and Treasure - Tax Collector's Office.
2. The operation shall comply with all rules and regulations established in Mono County Code, the Mono County General Plan, and all applicable state laws.
3. This permit is nontransferable and shall terminate upon expiration or subsequent termination, or change in property ownership, or when more than fifty percent of the corporate stock, partnership interest or other business interest is transferred.
4. This permit is only valid when a Use Permit exists for the property. This permit shall become invalid if the Use Permit for the property is revoked.
5. Prior to commencing operation, the applicant shall obtain a state cannabis retail license, Mono County Business License, and Mono County Tax Certificate.
6. Hours of operation shall begin no earlier than 9:00 am and end no later than 9:00 pm.
7. The applicant must provide proof of the state-issued license when available.
8. The County, its agents, and employees may seek verification of the information contained in this permit and the associated application.
9. The business shall be subject to an annual inspection performed to ensure compliance with County Code 5.60.120. Failure to pass the annual inspection prior to the August 31 may result in denial of the renewal application.
10. The operation shall operate only in accordance with the application and all corresponding plans reviewed and approved by the County.
11. This permit shall expire August 31, 2019 (unless renewed or revoked in accordance with Mono County Code Chapter 5.60).
12. Renewal/modifications must be received by August 1 accompanied by the required renewal/modification fee. If any of the documentation and information supplied by the applicant pursuant to Section 5.60.070 has changed or will change since the grant of this permit, the applicant shall submit updated information and documentation with the application for renewal and shall provide such other information as the Director may require. If an applicant fails to submit the renewal form and all associated fees thirty (30) days before August 31, the applicant will be required to submit a new application under section 5.60.070.

**Mono County
Community Development Department**

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September 18, 2018

To: Mono County Planning Commission

From: Bentley Regehr, Planning Analyst
Michael Draper, Planning Analyst

Re: Use Permit 18-003 / High Sierra Cannabis Retail (DeCoster)

RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and instruct staff to file a Notice of Exemption;
2. Make the required findings as contained in the project staff report; and
3. Approve Use Permit 18-003 subject to Conditions of Approval.

PROJECT OVERVIEW

The site is located at 2555 Hwy 158 (APN 015-085-010) in June Lake, at the intersection of Hwy 158 and Lakeview Drive. The project proposes to convert a portion of the existing 1,400 square foot commercial building into cannabis retail. Currently the building houses Insane Audio, a manufacturing company specializing in premium in-dash multimedia and navigation solutions for off-road vehicles. The existing business would continue to operate in the same capacity after the addition of cannabis retail.

The project proposes two phases. The first phase will utilize a 100-square foot vacant room located on the northwest corner of the structure as a storefront for cannabis retail. No construction improvements will occur during phase one. Phase two includes expansion of the retail area to 475 square feet and the addition of a public restroom with improved accessibility. Neither phase proposes any expansion to the existing building footprint.

All applications for commercial cannabis activity must be approved through a Conditional Use Permit (CUP) process. A CUP for retail cannabis must demonstrate adequate plans for site control, setbacks, odor control, signage, visual screening, lighting, parking, and noise.

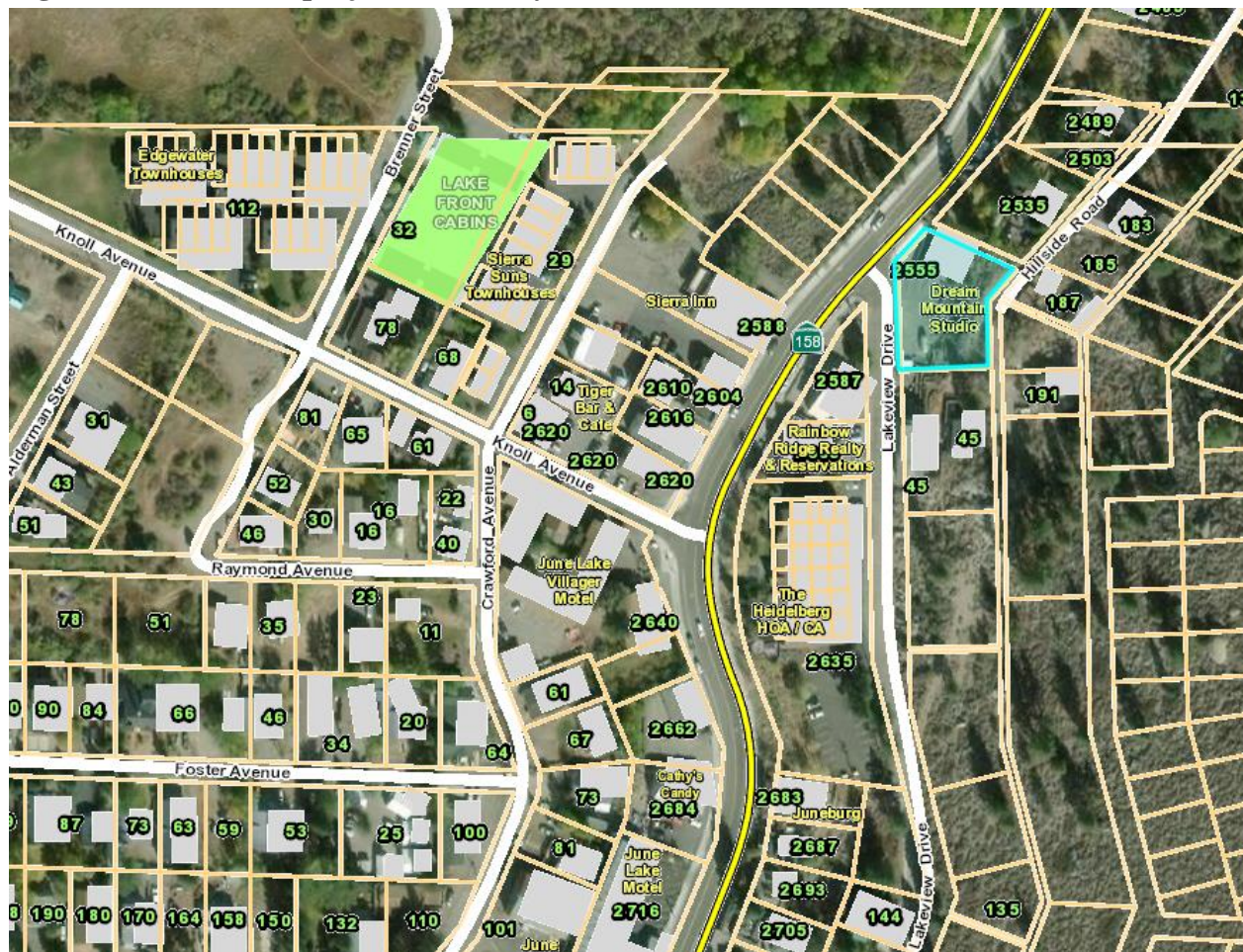
The project qualifies for a Class 3 CEQA exemption (CEQA Guidelines, 15303) as it involves the conversion of a small structure without expansion of the building footprint. An avalanche study was also conducted to provide support that the operation meets Mono County Safety Element guidelines for year-round use in a potential avalanche hazard zone (conditional use area).

PROJECT SETTING

The existing 1,400-square foot commercial building is located on the 14,512 square foot lot at 2555 HWY 158 (APN 015-085-010). The lot is designated commercial and is surrounded by other commercial lots to the west and south, and single family residential to the east and north. The parcel is at the northern terminus of the June Lake commercial core.

Historically, the June Lake commercial core along SR 158, extending west to Crawford Avenue and east to Lakeview Drive, has provided a combination of food, retail, and lodging services. The project structure has been used for retail and food services in the past, and currently houses Insane Audio. The proposed expanded retail use is consistent with both the area's character and the building's historical use.

Figure 1: Location of project. 2555 Hwy 158, June Lake.



Parcel location highlighted in blue

Figure 2: Land designation map.

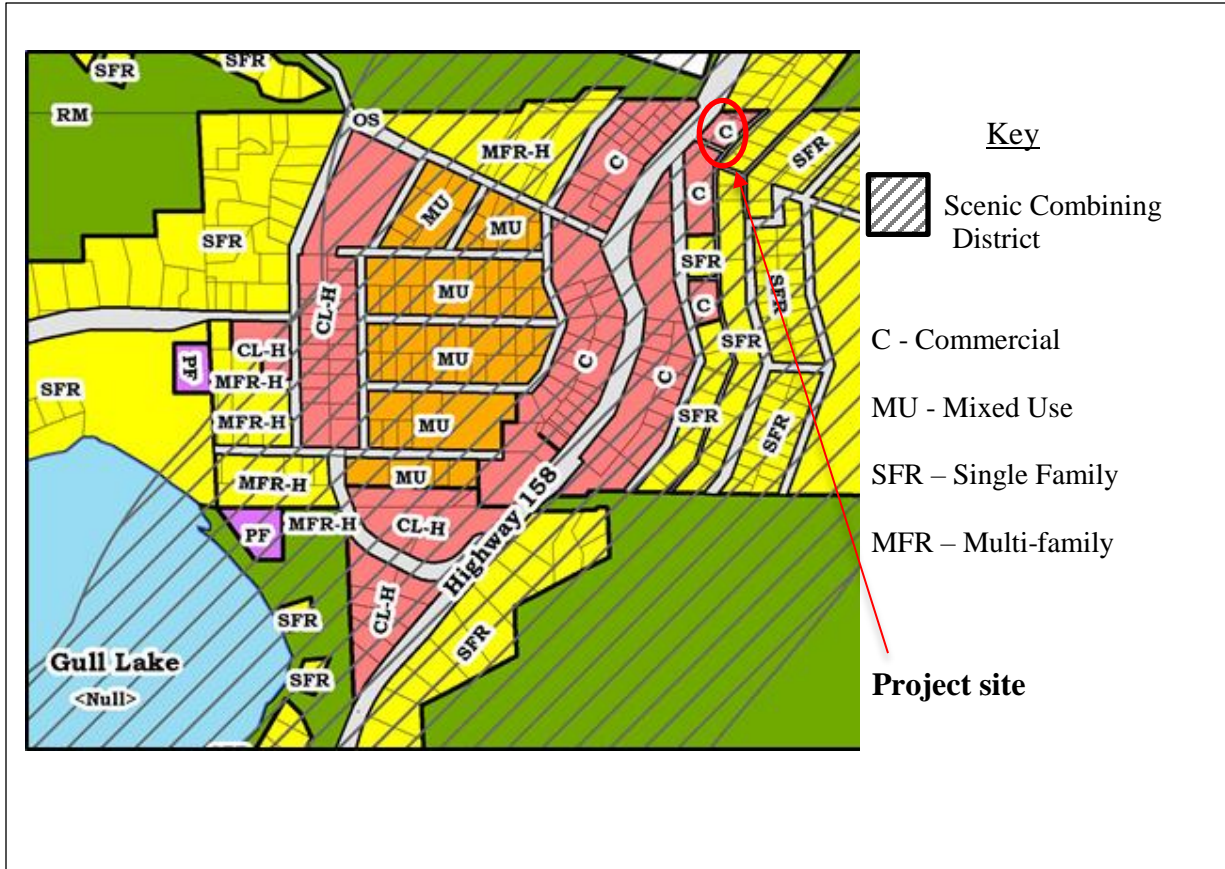


Figure 3: Site viewed from Hwy 158.



Figure 4: Site viewed from intersection of Hwy 158 and Lakeview Drive.



GENERAL PLAN CONSISTENCY

The General Plan Land Use Designation for this property is Commercial (C). According to the Mono County General Plan, “the ‘C’ designation is intended to provide for a wide range of uses and services for the resident and visitor including retail, business and professional uses and services in community areas....” Cannabis activities, including retail, are subject to a use permit and operation permit under MCC 5.60.

The proposed development is also consistent with June Lake Area Plan policies contained in the Mono County General Plan Land Use Element. The sections below from the Mono County General Plan support the development of commercial services in the community of June Lake.

MONO COUNTY LAND USE ELEMENT, Countywide Land Use Policies

Objective D

Provide for commercial development to serve both residents and visitors.

Policy 1: Concentrate commercial development within existing communities.

Action 1.1: Designate a sufficient amount of commercial land within communities to serve the needs of residents and visitors.

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

Objective B

Promote well-planned and functional community development that retains June Lake's mountain community character and tourist-oriented economy.

Objective C

Contain growth in and adjacent to existing developed areas.

Policy 1: Encourage compatible development in existing and adjacent to neighborhood areas.

Action 1.1: Use the area specific land use maps, specific plans, the Plan Check and Design Review processes to guide development.

Action 1.2: Encourage compatible infill development in the Village and Down Canyon areas.

Objective I

Maintain the June Lake village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

Objective 1.L.

Provide for commercial cannabis activities in Mono County in a way that protects public health, safety, and welfare while also taking advantage of new business and economic development activities.

***Policy 1.L.4.** In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.*

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:*
 - a) Cannabis retail is permitted in commercial land use designations, subject to Use Permit and compliance with Chapter 13, Cannabis Regulations.
 - b) Adequate site area exists for the proposed use. The project proposes no physical expansion of the current lay-out.
 - c) The project has capacity to meet parking requirements. There currently exists three paved spaces and a paved loading area. The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area is 100 square feet square feet in Phase I and the combined warehouse area for the cannabis operation and Insane Audio is 625 square feet, meaning at least two spaces and a loading area is required. Phase II expands the retail area to 425 square feet requiring an additional two parking spaces. There is room for an additional five spaces beyond the current paved parking (see: Figure 9) and at least one of these spaces will need to be paved to meet the required parking for Phase II.
 - d) The location of the proposed project is consistent with the June Lake Area Plan's intent for concentrating resident- and visitor-oriented services in commercial core in the June Lake village.
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:*
 - a) The parcel is accessed by Lakeview Drive via Hwy 158 and is adequate for the kind of traffic generated by the proposed use. Lakeview Drive and Hwy 158 are used for accessing existing commercial businesses in the June Lake commercial core. Parking is sufficient for employees and visitors.
 - b) The commercial business is not expected to generate significant amounts of traffic to alter existing circulation patterns.
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:*
 - a) The proposed use is not expected to cause significant environmental impacts. No modifications to the existing building are being permitted. Avalanche danger has been deemed insignificant enough to allow for year-round use (see "Avalanche Study" section).

- b) The proposed project is a conforming use according to the Mono County General Plan's Land Use Element. The use permit process provides the public the opportunity to comment on the proposal, and comments are attached to this report.
 - c) Compliance with General Plan Chapter 13, *Commercial Cannabis Activities*, and General Plan Amendment 17-03: *Commercial Cannabis Policies*, the County minimizes and mitigates, to the best of its ability, any detrimental impacts to the public welfare and injury to property and improvements.
4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*
- a) Retail cannabis operations are permitted in commercial land use designations, given they meet the criteria set forth by Chapter 13.
 - b) The project is located within the June Lake Planning Area. The June Lake Area Plan encourages providing a wide range of commercial uses and services for residents and tourists. The project provides an unfilled service for residents and visitors of June Lake.
 - c) General Plan Amendment 17-03, *Commercial Cannabis Policies*, established policies and actions with the purpose of establishing a regulated commercial cannabis industry in Mono County.

COMPLIANCE WITH MONO COUNTY CANNABIS REGULATIONS (CHAPTER 13)

In addition to General Plan policies and regulations, commercial cannabis activities shall comply with Chapter 13. The following general standards and requirements apply to all commercial cannabis activities permitted in the county:

13.070.C. Site control.

No commercial cannabis activity shall be allowed within six hundred (600) feet of schools providing instruction to kindergarten or any grades 1 through 12, day care or youth centers, parks, ballfields, playgrounds, libraries, community centers, and licensed child care facilities.

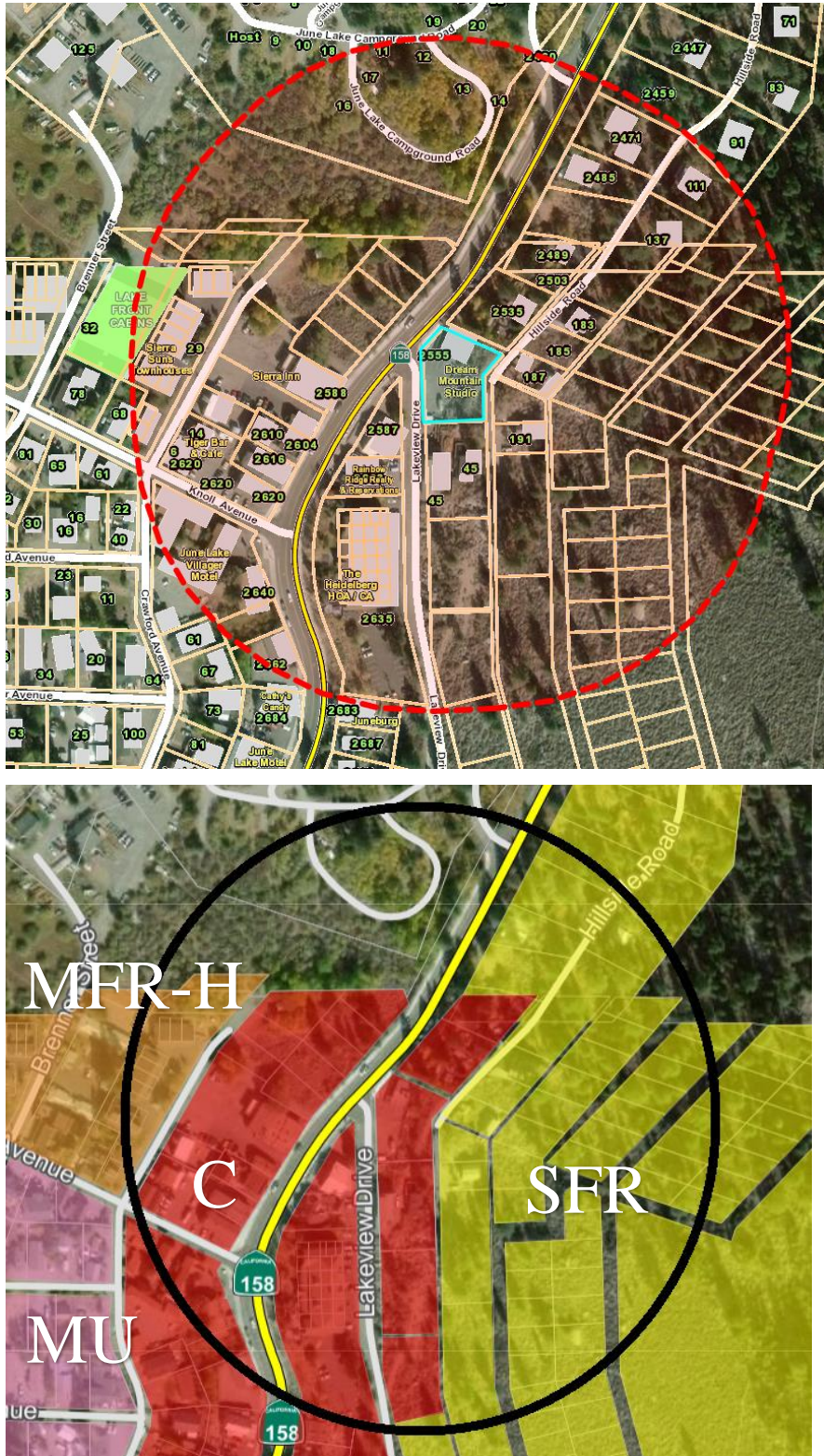
None of the above-mentioned facilities are located within 600 feet of the site. The June Lake community has one school (Our Lady of the Rosary) located at 4479 Hwy 158 and 1.9 miles from the project site. The June Lake Community center (also the location for the County's First 5 program), library, and Gull lake park are over 1,800 feet from the project site. The baseball field in June Lake Highlands is approximately 4,000 feet from the site. Currently there are no existing licensed child care facilities in the community of June Lake.

The site is immediately surrounded by Commercial and Residential land-use designations. To the north is a commercial property currently occupied with a single-family residence; on the east side is a residential property owned by the applicant; to the south is a commercial property currently occupied with a single-family residence; and to the west are vacant, commercial, parcels. Mixed-Use, and Multi-family Residential - High land-use designations are within the 600-foot radius of the site (see: Figure 5).

The project was noticed to all property owners within 600 feet of the site. One comment letter was received in opposition to the project. The letter, authored by the property owner of 45 Lakeview Drive and directly south of the project, expresses concern that odors from the retail product will disturb his tenants (Attachment 3).

At this time, one letter in support of the project has also been received (Attachment 4). The letter was written by the property owner of APN 015-075-021, a vacant parcel directly to the west of the project site.

Figure 5: 600 ft. radius around site location.



13.070D. Setbacks

All commercial cannabis activities shall meet existing setbacks established in General Plan Chapter 4 – Land Use Designations and 4.120 Yards and Setbacks.

The structure currently meets setback standards for commercial designations (10’ front, 5’ rear, 0’ side) and the proposal does not include expansion of the building footprint (see attachment 1: site plan).

13.070E. Odor control

An odor mitigation plan is required to demonstrate that odors generated by the commercial cannabis activity shall not unreasonably impact adjacent properties and uses, or that odor mitigation measures are not applicable due to lack of cannabis-related odor generation, location or siting, design features, or other factors.

The project is for retail only with no associated growing operation or on-site consumption of product. The store will only sell pre-packaged products from licensed distributors inside the retail premise. No on-site consumption or smoking is permitted. Odor mitigation measures are not applicable due to lack of cannabis-related odor generation.

13.070F. Signage

A Sign Plan shall be required to demonstrate compliance with General Plan Land Development Regulations, Chapter 4.190 Signs, and Chapter 7 Signs.

No additional sign space will be allocated for the project. Phase I will include adding “High Sierra June Lake” to the existing space below the Insane Audio logo. The sign will be 20” be 72” wide. Phase II will include changing the sign attached to the building to read “High Sierra June Lake” instead of the existing Insane Audio logo. This sign will be 30” by 84”. The change reflects street presence being a greater priority for the cannabis operation compared to the existing Insane Audio business.\

Figure 6: Location of Phase I sign addition.



Figure 7: Location of Phase II sign modification from “Insane Audio” to “High Sierra June Lake”.



13.070G. Visual screening

All Cannabis, Cannabis Products and Cannabis Accessories shall be screened from view from a public right of way to the best of the Permittee's ability.

The proposal states that the interior layout will not allow for any cannabis products to be visible from the street and no cannabis products will be placed in the existing display window. The project will also be required to comply with Mono County Code chapter 5.60.140 (A), “no cannabis or cannabis products shall be visible from the exterior of the retail premises.”

13.070H. Lighting

All commercial cannabis activities shall comply with General Plan Land Use Element Chapter 23 – Dark Sky Regulations regardless of activity type or Premise location.

The proposal does not include any changes to the existing complying lighting.

13.070I. Parking

A Parking Plan depicting availability and requirements for parking shall be submitted. The Plan shall demonstrate the provision of adequate on-site parking for all employees and allow for loading and unloading.

The project has capacity to meet parking requirements. There currently exists three paved spaces and a paved loading area. The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area is 100 square feet square feet in Phase I and storage is 125 square feet, meaning at least two spaces and a loading area is required. Phase II expands the retail area to 425 square feet requiring an additional two parking spaces. There is room for an additional five spaces (see: Figure 9) and at least one of these spaces will need to be paved to meet the required parking for Phase II.

Figure 8: Location of existing parking and loading.



Figure 9: Location of potential five additional parking spaces.



13.070J. Noise

Noise generation shall comply with the Mono County General Plan Noise Element and Mono County Code, Chapter 10.16.

The project is not expected to generate noise beyond that of traditional commercial operations in the June Lake commercial core.

ENVIRONMENTAL REVIEW

The project qualifies for a categorical exemption from the provisions of CEQA as the project is considered a Class 3 – Conversion of Small Structure (CEQA Guidelines, 15303). A Class 3 exemption consists of construction and location of limited number of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Class 3 categorical exemptions specifically include stores, motels, offices, restaurants or similar structures not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. The project proposes no expansion to the building footprint or modifications to the exterior of the structure. The retail use is consistent with current and historical uses for the property.

Avalanche Study

The Mono County Safety Element aims to avoid exposure of people and improvements to unreasonable risks of damage or injury from avalanche hazards:

Objective 4.A.

Limit development that attracts concentrations of people in historical avalanche paths (Conditional Development Areas) during the avalanche season.

Prior to approving new development, other than single-family residential, in conditional development areas, the Planning Commission shall find:

Action 4.A.1.a

Based on a site-specific study by a qualified snow scientist, that the site is not within a potential avalanche hazard.

The site is in a conditional development area based on a 1973 study by Norm Wilson that found the general area to be a Blue Zone, or moderate hazard zone. A site-specific avalanche hazard study was completed specifically for this project in August 2018 by Sue Burak of Snow Survey Associates concluded that the property is in a White Zone. A White Zone is characterized as a low-risk zone with estimated return periods of 300 years or impact pressures less than a gale force wind (21 lbs/ft²). Associated impact pressures with potential White Zone avalanches are considered “relatively harmless to people”. Discrepancies between the Wilson report and the recent study can be attributed to lack of precision and poor photo and mapping quality that existed when the Wilson report was completed.

ATTACHMENTS

- 1- Site Plan
- 2- Avalanche Study
- 3- Letter of Opposition
- 4- Letter of Support

MONO COUNTY

Planning Division

DRAFT NOTICE OF DECISION & USE PERMIT

USE PERMIT: UP 18-003

APPLICANT: John DeCoster

ASSESSOR PARCEL NUMBER:

PROJECT TITLE: High Sierra Cannabis Retail

PROJECT LOCATION: 2555 HWY 158, June Lake, CA 93529

CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

**DATE OF DECISION/USE PERMIT APPROVAL:
EFFECTIVE DATE USE PERMIT**

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

MONO COUNTY PLANNING COMMISSION

DATED: September 18, 2018

cc: X Applicant
X Public Works
X Building
X Compliance

Conditions of Approval:
Use Permit 18-003/High Sierra Cannabis Retail

- 1) All development shall meet requirements of the Mono County General Plan, Mono County Code, and project conditions.
- 2) Project shall comply with Chapter 13, Cannabis Regulations, which has been provided to the applicant.
- 3) The project shall be in substantial compliance with the site plan as shown on Attachment 1 found in the staff report.
- 4) Project shall provide at least two full-size parking spaces and a loading area for Phase I, and at least four paved full-size parking spaces and loading area for Phase II.
- 5) All exterior lighting shall be shielded and directed downward to comply with Chapter 23, Dark Sky Regulations.
- 6) Project is required to comply with any requirements of the June Lake Fire Protection District. The applicant shall provide a “will serve” letter from the June Lake Fire Protection District indicating the FPD will provide service to the project.
- 7) Project is required to comply with any requirements of the June Lake PUD. The applicant shall provide a “will serve” letter from the June Lake Public Utility District (PUD).
- 8) Project shall comply with all Mono County Building Division, Public Works, and Environmental Health requirements.
- 9) If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.
- 10) An operation permit under MCC Chapter 5.60 is required prior to commencing operations.



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

October 22, 2018

Compliance with Mono County Code Chapter 5.60 Cannabis Operations

Commercial cannabis activities shall comply with Mono County Code Chapter 5.60, including sections of specific importance to Mono County Public Health such as:

- Cannabis Displays
- Age Verification
- Cannabis Retail Training
- Business Name and Phrases
- Waste Management Plan
- Warning Sign

Recommendation:

Upon review of the Operation Permit and follow up material submitted by John DeCoster of Really High Sierra, Inc for the business High Sierra June Lake, Public Health recommends that:

- High Sierra June Lake meets compliance with the public health components of Mono County Code Chapter 5.60 Cannabis Operations.

5.60.140 (A): *No cannabis or cannabis products shall be visible from the exterior of the retail premises.*

- The proposal states that the interior layout will not allow for any cannabis products to be visible from the street and no cannabis products will be placed in the existing display window.

5.60.140 (B): *No Retailer shall allow entry into the premises, or sell or transfer cannabis, cannabis products or cannabis accessories to another person, without first verifying the age of the recipient either by electronically scanning, or inspecting through other reliable methods, the person's identification. A retailer with an A-permit shall not sell to a person under the age of 21 and a retailer with an M-permit shall not sell to a person under the age of 18, unless that person is accompanied by a parent or guardian.*

- John DeCoster states "we obviously intend on strictly enforcing the above and no persons under 21 years of age will be allowed in the premise. Trained security personnel will use a combination of electronic scanning and other methods to verify identity."

5.60.140 (C): *All permittees, owners, supervisors and employees involved in face-to-face retail sales of cannabis or cannabis products or management of a retail facility must complete a training program on cannabis retailing best practices and health education using a curriculum and program approved by the Mono County Public Health*

Department. The training shall be completed prior to beginning work on the sales floor and a refresher course shall be required each subsequent year of employment with verification of the completion provided to the County. Any such program shall address the following objectives: (1) education on state and local regulatory requirements and best practices for cannabis retailing; (2) education on how to verify age requirements and inform customers about the potential effects that various dosages and products may cause; (3) practices that can lower any risks associated with cannabis use; and (4) information on how to advise customers about best practices for the storage and use of cannabis to prevent access and accidental use by individuals under the age of 18 (or 21 for retailers holding an A-permit).

- John DeCoster states “on page 14 of our Business and Operations plan, we have stated that ‘All employees to undergo mandatory internal security and operational training program as well as training made available through the Mono County Health Department.’ Since then, the Mono County Health Department has sent a list of approved training programs. Once we receive all necessary permits and licenses, then we intend on hiring employees and will train everyone at once through both our own internal training program and one of the approved external training programs (most likely Sell-SMaRT). These are pre-requisites for employment.”

5.60.140 (F): *A cannabis retailer holding an A-permit may not use in its name any words or phrases implying health or therapeutic benefits, including but not limited to “health,” “wellness” or “clinic”.*

- The proposal states that the business name and signage will show “High Sierra June Lake,” with no references to health or therapeutic benefits.

5.60.140 (J): *Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 16 CCR §§ 5054-5055 and approved by the County.*

- The proposal states that only pre-packaged cannabis products will be sold from licensed distributors, and expired and or defective cannabis products will be returned to distributors. No hazardous materials will be used or stored on site.
- John DeCoster states “all sales are final. High Sierra June Lake will not accept customer returns of cannabis goods nor will we accept returns between licensees. We have already confirmed with California Bureau of Cannabis Control that this policy is acceptable and given the risk of product tapering or contamination we believe it is prudent to simply not accept returns of cannabis products. Relevant signs will be posted notifying customers of this policy.”



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

5.60.140 (P): *Retailers must display a warning sign in a prominent location within the premises with letters of not less than one-half inch in height, and must clearly state the following information:*

WARNING

Are you pregnant or breastfeeding? According to the U.S. Centers for Disease Control (CDC), marijuana use during pregnancy can be harmful to your baby's health, including causing low birth weight and developmental problems.

Driving while high is a DUI. Marijuana use increases your risk of motor vehicle crashes.

Not for Kids or Teens! Starting marijuana use young or using frequently may lead to problem use and, according to the CDC, may harm the developing teen brain.

Sign posted pursuant to Mono County Code Chapter 5.60.140.

- John DeCoster states "we did not explicitly list this in our submitted plans because this is a given. High Sierra June Lake intends on complying with all local and state laws. We are well aware of this requirement and will absolutely post the required warning sign as required."



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Public Works

TIME REQUIRED 30 minutes

PERSONS Jerry VandeBrake

SUBJECT FY 18-19 Motor Pool Purchases

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino and Jerry VandeBrake regarding current County motor pool fleet and updated 5-year vehicle replacement schedule.

RECOMMENDED ACTION:

Consider staff recommendation and authorize the FY 18-19 Motor Pool Purchase of:

- 1 – 2019 Ford Escape (District Atty; Victim Witness Vehicle) ****expedited purchase - no bid**
- 6 – 2019 Chevrolet Tahoe PPV (Sheriff Patrol) ***bid process - immediate**
- 1 – 2019 Chevrolet Tahoe SSV (Admin) ***bid process - immediate**
- 1 – 2019 Dodge 3500 Ram Ambulance (EMS) ***obtain quotes/lowest price – immediate**
- 6 – 2019 Subaru Foresters (Motor Pool) ***bid process - delay**
- 1 – 2019 Chevrolet 4x4 Van (Behavioral Health) ***bid process – delay**
- 1 – 2019 Ford F-250 (Motor Pool) ***bid process – delay**
- 1 – 2019 Ford F-350 Dually (Road Striper) ***bid process – delay**

FISCAL IMPACT:

The estimated cost of recommended purchases that will be paid from Motor Pool Replacement Reserve is \$1,092,784. Motor Pool Replacement reserve balance is approximately \$1,176,000 as of Nov 1, 2018. Annual revenue into the Motor Pool Replacement Fund is projected at approximately \$600,000.

CONTACT NAME: Jerry VandeBrake

PHONE/EMAIL: 530 932 5462 / jvandebrake@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Sheriff's Office Request](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 11/2/2018 7:10 AM | County Administrative Office | Yes |
| 11/1/2018 11:44 AM | County Counsel | Yes |
| 11/1/2018 5:22 PM | Finance | Yes |



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 6, 2018
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works and Jerry VandeBrake / Fleet Services Superintendent
Subject: FY 18-19 Motor Pool Purchases

Recommended Action:

Consider staff recommendation and authorize the FY 18-19 Motor Pool Purchase of:

- 1 – 2019 Ford Escape (District Atty; Victim Witness Vehicle) ****expedited purchase - no bid**
- 6 – 2019 Chevrolet Tahoe PPV (Sheriff Patrol) ***bid process - immediate**
- 1 – 2019 Chevrolet Tahoe SSV (Admin) ***bid process - immediate**
- 1 – 2019 Dodge 3500 Ram Ambulance (EMS) ***obtain quotes/lowest price – immediate**
- 6 – 2019 Subaru Foresters (Motor Pool) ***bid process - delay**
- 1 – 2019 Chevrolet 4x4 Van (Behavioral Health) ***bid process – delay**
- 1 – 2019 Ford F-250 (Motor Pool) ***bid process – delay**
- 1 – 2019 Ford F-350 Dually (Road Striper) ***bid process – delay**

Fiscal Impact:

The estimated cost of recommended purchases that will be paid from Motor Pool Replacement Reserve is \$1,092,784. Motor Pool Replacement reserve balance is approximately \$1,176,000 as of June 30, 2018. Annual capital replacement revenue into the Motor Pool Replacement Fund is projected at approximately \$600,000.

Discussion:

The Motor Pool is an Internal Service Fund (ISF) providing for the transportation needs of the County. As part of the annual budget process, each Department is allocated a specific dollar amount (mostly General Fund) for Motor Pool contributions. Each month, the total mileage is calculated by Department and the related amount is transferred into the Motor Pool ISF.

The current balance of the Motor Pool is approximately \$1,288,000 (without CARB set-aside). This includes both operating/overhead working capital and the Replacement Reserve. A portion of this balance must be retained as operating capital and to allow for emergency purchases if they arise. It is recommended to spend approximately \$1,100,000 in FY 18/19, but to delay the purchase of approximately \$350,000 in vehicles to provide time to develop more detailed financial projections for the Motor Pool, and confirm projected FY 18/19 Motor Pool revenues. In short, to double-check projections before expending the full amount.

With this approach, it will allow the County to procure all emergency vehicles immediately, and delay the purchase of Motor Pool vehicles until later in the fiscal year, when additional analysis and planning for Motor Pool Replacement can be more thoroughly developed and confirmed. By that time, the Motor Pool will have seen additional months of revenue, have recovered from the drawdown of initial purchases, and staff should have full confidence in the plan.

Details on the recommended action:

**purchases in bold italics will be delayed*

| Vehicle # to Replace / Department | Old Vehicle | Current Mileage | Replacement Vehicle | Replacement Cost |
|--|---------------------|-----------------|----------------------|-------------------|
| 976 / PROBATION | DURANGO | 155,000 | SUBARU | \$ 26,515 |
| 962 / SOCIAL SERVICES | ESCAPE | 150,000 | SUBARU | \$ 26,515 |
| 1010 / SOCIAL SERVICES | EXPLORER | 165,000 | SUBARU | \$ 26,515 |
| 809 / FACILITIES | FORD F-250 | 200,000 | FORD F-250 | \$ 35,180 |
| 1008/ SOCIAL SERVICES | SUBARU | 133,000 | SUBARU | \$ 26,515 |
| 919 / COUNTY COUNSEL | JEEP LIBERTY | 171,000 | SUBARU | \$ 26,515 |
| 997 / SOCIAL SERVICES | TRAILBLAZER | 184,000 | SUBARU | \$ 26,515 |
| 887 / EMS | FORD F-350 | 154,000 | RAM 3500 AMBULANCE | \$ 235,000 |
| 17 / ROAD DIVISION | K-3500 | 80,000 | F-350 STRIPER | \$ 80,000 |
| NON-SHERIFF SUBTOTAL | | | | \$ 509,270 |
| 725 / SHERIFF PATROL | EXPEDITION | 169,000 | CHEVY TAHOE | \$ 77,578 |
| 757 / SHERIFF PATROL | EXPEDITION | 221,000 | CHEVY TAHOE | \$ 77,578 |
| 760 / SHERIFF PATROL | EXPEDITION | 168,000 | CHEVY TAHOE | \$ 77,578 |
| 763 / SHERIFF PATROL | EXPEDITION | 157,000 | CHEVY TAHOE | \$ 77,578 |
| 738 / SHERIFF PATROL | EXPEDITION | 157,000 | CHEVY TAHOE | \$ 77,578 |
| 742 / SHERIFF PATROL | EXPEDITION | 161,635 | CHEVY TAHOE | \$ 77,578 |
| 706 / SHERIFF ADMIN | EXPEDITION | 150,270 | CHEVY TAHOE | \$ 56,546 |
| SHERIFF SUBTOTAL | | | | \$ 522,014 |
| BEHAVIORAL HEALTH | NONE | N/A | 4X4 CHEVY VAN | \$ 35,000 |
| DISTRICT ATTORNEY | NONE | N/A | FORD ESCAPE | \$ 26,500 |
| MOTOR POOL PURCHASES WITH REIMBURSEMENTS SUBTOTAL | | | | \$ 61,500 |

| | |
|--|---------------------|
| TOTAL MOTOR POOL CAPITAL OUTLAY | \$ 1,092,784 |
| BEGINNING MOTOR POOL REPLACEMENT RESERVE | \$ 1,176,000 |
| FY 2018-2019 CAPITAL REPLACEMENT REVENUE | \$ 600,000 |
| OUTSIDE FUNDING / REIMBURSEMENTS | \$ 61,500 |
| ENDING MOTOR POOL CAPITAL REPLACEMENT RESERVE | \$ 744,716 |

Outside Funding and Reimbursements

The recommendation includes the purchase of a Chevy Van (\$35,000) for the Behavioral Health Department that will be reimbursed through outside funding, as well as a Victim Witness Advocate Vehicle for the District Attorney (\$26,500) reimbursed with outside funding. Following reimbursement, neither purchase will result in a net reduction to the Motor Pool balance. **** The DA's request must be fulfilled urgently, so it is requested for the Board to authorize this purchase to occur without a formal bid process.**

Non-Sheriff Motor Pool Purchases

The recommendation includes 9 vehicles intended for use by various County Departments outside of the Sheriff's office. The acquisition of all vehicles will be through a formal bid process.

The recommendation is largely based on surpassing the 'useful mileage' of vehicle types, but also includes the actual costs and circumstances of maintaining specific vehicles. The analysis and recommendation is conducted by the Fleet Division of Public Works, and is based on firsthand knowledge of fleet vehicle types, their individual use patterns, and mechanical issues within the fleet.

One truck is being replaced due to the inadequacy of the existing vehicle for the intended purpose (road striping).

In developing the recommendation, the Departments with replacement vehicles on the list were contacted to confirm a replacement was in fact warranted. One Department declined replacement at this time. All others would be fulfilled under this recommendation. There are no known requests by non-sheriff Departments that would not be fulfilled by this recommendation.

Sheriff Department Requests

The recommendation includes the purchase of 6 Patrol (PPV) Vehicles and one Admin (SSV) Vehicle. The Sheriff has requested 8 Patrol Vehicles and 2 Admin Vehicles. All vehicle purchases must go through a formal sealed bid process, unless otherwise directed by the purchasing agent (CAO) or the Board. In recent years, the Sheriff's office has managed the acquisition of Sheriff units, and unless otherwise directed, it is anticipated that practice will continue.

On April 18, 2017, the Board was presented with a strategy to correct an issue with the replacement of Sheriff vehicles – specifically, the fund did not have adequate fund balance to purchase all the vehicles that were being requested by the Sheriff's office. The strategy, which earned the consent of the Board, was to include a surcharge of 30% on the established Motor Pool rate that would (eventually) correct the deficit that would exist in the first few years of purchasing new vehicles.

The strategy contemplated the purchase of 2 vehicles in FY 2017, 5 in 2018, 5 in 2019, 6 in 2020, and so on. The table below is from the April 2017 staff report:

Capital Replacement Requirements Through FY 2022

| TYPE | FY 2017 ¹ | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 |
|-------------------------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Patrol | 2 | 3 | 4 | 4 | 4 | 4 | 2 |
| Command, Travel, SAR | - | 2 | - | 2 | - | - | 2 |
| Jail Transport | - | - | 1 | - | - | - | 1 |
| Total Vehicles | 2 | 5 | 5 | 6 | 4 | 4 | 5 |
| Total Cost | \$152,000 | \$362,000 | \$364,000 | \$500,000 | \$364,000 | \$388,000 | \$467,000 |

¹ Based on adopted FY 2016-2017 budget

The 'surcharge' has been applied and appears to be performing according to expectations. In addition to the 'surcharge' concept, there was also general direction to create a separate 'replacement fund' for the Sheriff's office. Although a specific fund has not yet been established, the revenues have been tracked, and some basic information is provided below:

Last year, the Sheriff contributed \$709,000 to the Motor Pool. Historically, half of Motor Pool contributions have been earmarked for the 'Replacement Reserve.' Accordingly, the Sheriff would have contributed \$354,500 towards replacement. Over the past 5 years, the Sheriff's Department has contributed approximately \$1,590,000 to the Motor Pool, with \$794,500 intended for replacement costs. The actual new vehicle purchases over the same 5-year period total \$707,000.

The workshop in FY 16/17 followed several months of Sheriff requests and the Sheriff was unable to consummate any purchases in that Fiscal Year. In FY 17/18, the Sheriff's office received delivery of 5 Units – 3 Patrol Vehicles, a Jail Transport Vehicle, and a Court Security Vehicle (Court vehicle was reimbursed with outside funding sources).

In March 2018, the Sheriff's office communicated via email a plan to purchase 5 Patrol Vehicles and 1 Admin Vehicle in FY 2019, at a total cost of \$426,000. In August 2018, the Sheriff request had increased (see attached) to 8 Patrol and 2 Admin vehicles, at a cost of \$733,000.

So far in FY 2019, the Sheriff's office has contributed approximately \$165,000 and is on course to contribute \$660,000 for the full FY 18/19 (the approved budget is \$666,000). Half of that amount would be \$330,000. Considering the above, purchases totaling \$522,000 seems to be within the corrective power of the 'surcharge' over the next few years, so long as the number of vehicle replacements does not increase.

In April 2017, the need for 'mileage management' of the new Sheriff vehicles was discussed. It was established that the vehicles must last at least 5 years for the 'surcharge' approach to work. This means that each vehicle must average 26,000 miles per year. At this time, of the 10 Chevy Tahoes in the Sheriff fleet, there are 3 vehicles that are averaging well above 26,000MPY. There are also 3 that average well below 26,000MPY, so it appears there is an opportunity to rotate vehicles to ensure a 5 year life for all units. In April 2017, the Sheriff committed to implementing a mileage management program to ensure each vehicle lasts five years.

Also during the April 2017 workshop, the Sheriff committed to seeking out grant funding or other funding where available to reimburse the Motor Pool for the purchases. It is not known whether any such funding has been identified or pursued since that time.

In order to fulfill the Sheriff Department's full request of \$733,000 in purchases, staff believes an outside contribution of \$200,000 would be required in order to maintain prudent operating capital in the Motor Pool. The recommended action reflects a continuation of the accelerated replacement of Sheriff units, but stops short of threatening operating and reserve capital in the Motor Pool.

Next Steps

There is a need for continuing work on Motor Pool rates, funding structure, replacement schedules, and policies. This applies to the entire Motor Pool, including Sheriff vehicles.

Proposed revisions to the rates, projections and replacement plans for the motor Pool, as well as Countywide Motor Pool Policies, will be the subject of a Board Item in the first quarter of 2019.

If you have any questions regarding this item, please contact Tony Dublino at tdublino@mono.ca.gov (760) 932-5459 or Jerry VandeBrake at jvandebrake@mono.ca.gov, (760) 932-5462.

Respectfully submitted,

Tony Dublino / Director of Public Works
Jerry VandeBrake / Fleet Services Superintendent

Attachment Sheriff Department Request

**MONO COUNTY
SHERIFF**

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

To: Sheriff Braun

Date: 08/14/2018

From: Sgt. Mark Hanson

Re: 2018/2019 FY Patrol / Admin vehicle replacement costs

It is imperative that we replace a total of 10 Sheriff's Office vehicles; 8 patrol vehicles and 2 administrative vehicles.

The following is an individual vehicle cost break down as well as an all-inclusive cost for all vehicles needed. All costs include fees, taxes and delivery, to the Mono County Sheriff, a complete and ready to put into service patrol or admin vehicle. Following this cost overview is the individual vendor quotes.

PATROL

| | |
|--|--------------------|
| NAFG – 2019 Chevrolet Tahoe PPV 4WD built to MCSO specs. | \$44,644.38 |
| West Coast Lights & Sirens – Complete upfitting per vehicle. | \$17,418.80 |
| Stalker Radar – Complete speed radar system per vehicle. | \$3,432.20 |
| WatchGuard Video – Complete video system per vehicle. | \$6,081.08 |
| Delta Wireless – 2-way radio system with extender per vehicle. | \$6,001.96 |
| Total: | \$77,578.42 |

ADMINISTRATION

| | |
|---|--------------------|
| NAFG – 2019 Chevrolet Tahoe SSV 4WD built to MCSO specs. | \$43,213.19 |
| West Coast Lights & Sirens – Complete upfitting per vehicle. | \$10,249.70 |
| Delta Wireless – 2-way radio system w/o extender per vehicle. | \$3,083.40 |
| Total: | \$56,546.29 |

| | |
|--|---------------------|
| Total cost for 8 Patrol Vehicles: | \$620,627.36 |
| Total cost for 2 Admin Vehicles: | \$113,092.58 |
| Total: | \$733,719.94 |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Sheriff

TIME REQUIRED 1 hour

PERSONS APPEARING BEFORE THE BOARD Sheriff Ingrid Braun

SUBJECT Sheriff and Jail Staffing Workshop

AGENDA DESCRIPTION:

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

Presentation by Sheriff Ingrid Braun regarding staffing needs in the Sheriff's Office and Jail. This item requires a 4/5 vote.

RECOMMENDED ACTION:

Approve Budget Amendment to the Sheriff's Budget restoring funding for two (2) Deputy Sheriff positions and to fund the training-related expenses to promote two (2) Public Safety Officers to the restored Deputy Sheriff positions. Requires 4/5 vote. Approve Budget Amendment to the Jail Budget restoring funding for (2) Public Safety Officer positions. Requires 4/5 vote.

FISCAL IMPACT:

Total increase requested is \$92,687 for the Jail budget and \$192,913 for the Sheriff budget. The salary and benefits for two (2) Public Safety Officers I for six months are \$92,687. The salary and benefits for two (2) Deputy Sheriffs I for six months are \$119,575. The cost to send two (2) Deputy Sheriffs to the Academy is \$73,338. The total financial impact to the General Fund is \$285,600.

CONTACT NAME: Ingrid Braun

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 11/1/2018 10:42 AM | County Administrative Office | Yes |
| 11/1/2018 11:45 AM | County Counsel | Yes |
| 11/1/2018 6:04 PM | Finance | Yes |

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: November 6, 2018

Phillip West
Undersheriff

TO: The Honorable Board of Supervisors

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Sheriff and Jail Staffing

BACKGROUND:

At the Phase II Budget Workshop on October 2, 2018, the County Administrative Officer recommended that the Sheriff's Office request for funding for staffing be addressed in a separate workshop.

DISCUSSION:

Not including five civilian employees, the Sheriff's Office is allocated 47 employees: 20 in the Jail/Dispatch and 27 in Sheriff functions. Until recent years, both the Jail and Sheriff were at or near full staffing. As of today's date, the Sheriff's Office has 36 employees: 15 in the Jail/Dispatch and 21 in Sheriff functions. The reduction in staffing has reflected in a relative reduction in authorized budget, and an increase in overtime spending.

The reduced staffing has negatively impacted operations. Because the Jail and Dispatch are a 24/7 operation with mandatory minimum staffing, the staffing needs are met through overtime. Public Safety Officers (PSO) are working an average of 60 hours of Overtime every month, which is the equivalent of 5 additional 12-hours shifts. This amount of added work takes its toll on each employee's physical health, mental well-being and family life. It also exposes the County to added liability because a tired, overworked employee is more likely to make a mistake. Mistakes during 9-1-1 calls and/or in Jail operations can lead to catastrophic results.

The reduced staffing is not sustainable in the long run and will result in burnout. A further impact to the morale of our PSOs is the lack of ability to promote. It has been over five years since a PSO was promoted to Deputy Sheriff. Bringing this opportunity back will reward quality employees with the chance to further their careers. Nearly half of our current Deputies started as PSOs and have proven to be dedicated, high-performing employees. The retention rate for these employees is also significantly higher, with only one leaving in the past five years. The cost to send two employees to a Law Enforcement academy is a long-term investment in an employee who has already proven their worth.

I am requesting the Board of Supervisors restore funding to two (2) PSO I positions to alleviate the staffing crisis in the Jail. I am further requesting the Board of Supervisors restore funding to two (2) Deputy Sheriff I positions and allocated funding to send two (2) Deputy Sheriffs to a Law Enforcement Academy. This will allow me to promote two PSOs to the rank of Deputy Sheriff.

I am not requesting additional Deputy Sheriff positions be restored beyond the two positions for promotion. While we could most certainly use the additional employees, the priority is Jail/Dispatch staffing and promotional opportunities.

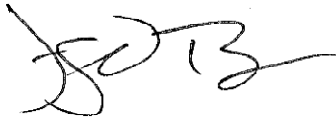
RECOMMENDATION:

Recommend that the Board of Supervisors restore funding for two (2) Public Safety Officer I positions and two (2) Deputy Sheriff I positions. Also recommend that the Board of Supervisors allocate funding to send two (2) Deputy Sheriffs to the Academy.

FINANCIAL IMPACT:

The salary and benefits for two (2) Public Safety Officers I for six months are \$92,687. The salary and benefits for two (2) Deputy Sheriffs I for six months are \$119,575. The cost to send two (2) Deputy Sheriffs to the Academy is \$73,338. The total financial impact to the General Fund is \$285,600.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', is written over a faint circular stamp.

Ingrid Braun, Sheriff-Coroner

Attachment

Sheriff's Office Staffing, Budget and Overtime History

| <u>Jail</u> | | | | | | |
|----------------|-------------------|---------------|-------------------|---------------|-------------------|---------------|
| | <u>Staffing</u> | | <u>Budget</u> | | <u>Overtime</u> | |
| | <u>Authorized</u> | <u>Actual</u> | <u>Authorized</u> | <u>Actual</u> | <u>Authorized</u> | <u>Actual</u> |
| 08/09 | 20 | 17 | \$2,090,050 | \$2,100,635 | \$82,095 | \$72,197 |
| 09/10 | 20 | 19 | \$2,475,554 | \$2,986,982 | \$92,850 | \$72,967 |
| 10/11 | 20 | 19 | \$2,772,442 | \$2,893,613 | \$85,000 | \$78,374 |
| 11/12 | 20 | 17 | \$3,125,603 | \$2,986,982 | \$80,000 | \$73,909 |
| 12/13 | 20 | 19 | \$2,952,186 | \$2,893,613 | \$80,000 | \$68,135 |
| 13/14 | 20 | 19 | \$2,569,562 | \$2,508,737 | \$70,976 | \$56,425 |
| 14/15 | 20 | 19 | \$2,633,383 | \$2,493,924 | \$63,180 | \$63,896 |
| 15/16 | 20 | 16 | \$2,807,708 | \$2,572,760 | \$65,000 | \$90,771 |
| 16/17 | 20 | 14 | \$2,902,450 | \$2,562,303 | \$77,700 | \$167,863 |
| 17/18 | 20 | 15 | \$2,941,495 | \$2,724,457 | \$165,000 | \$278,893 |
| 18/19 | 20 | 15 | \$2,259,147 | | \$250,000 | |
| <u>Sheriff</u> | | | | | | |
| | <u>Staffing</u> | | <u>Budget</u> | | <u>Overtime</u> | |
| | <u>Authorized</u> | <u>Actual</u> | <u>Authorized</u> | <u>Actual</u> | <u>Authorized</u> | <u>Actual</u> |
| 08/09 | 28 | 27 | \$5,589,325 | \$5,344,331 | \$271,391 | \$215,321 |
| 09/10 | 28 | 26 | \$7,911,316 | \$8,397,806 | \$310,275 | \$234,812 |
| 10/11 | 28 | 28 | \$8,366,149 | \$8,359,835 | \$283,414 | \$303,640 |
| 11/12 | 28 | 28 | \$7,242,945 | \$6,831,604 | \$300,000 | \$280,093 |
| 12/13 | 28 | 27 | \$6,517,066 | \$6,087,655 | \$300,000 | \$312,944 |
| 13/14 | 28 | 28 | \$5,455,235 | \$5,467,977 | \$289,724 | \$309,321 |
| 14/15 | 28 | 26 | \$5,068,089 | \$4,889,928 | \$240,142 | \$250,478 |
| 15/16 | 27 | 22 | \$5,496,573 | \$5,011,244 | \$217,498 | \$375,058 |
| 16/17 | 27 | 21 | \$5,461,445 | \$5,138,865 | \$259,000 | \$322,878 |
| 17/18 | 27 | 22 | \$5,919,529 | \$6,203,503 | \$300,000 | \$434,681 |
| 18/19 | 27 | 21 | \$6,040,370 | | \$400,000 | |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Assessor

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Barry Beck

SUBJECT Fund the Auditor-Appraiser position in the Assessor's Office

AGENDA DESCRIPTION:

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

Presentation by the Mono County Assessor regarding funding the Auditor-Appraiser position in the Assessor's Office with a transfer from General Fund contingencies (4/5 vote required).

RECOMMENDED ACTION:

Recommend that the Board of Supervisors approve funding the allocation for the position of Auditor-Appraiser from the County's contingency fund (4/5 vote required).

FISCAL IMPACT:

The cost of this position for the remainder of this fiscal year is \$63,249 (\$41,286 is salary and \$21,964 is benefits). The cost of this position for a full year is \$88,891 (\$58,023 is salary and \$30,868 is benefits).

CONTACT NAME: Barry Beck

PHONE/EMAIL: 760-932-5522 / bbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 3:08 PM | County Administrative Office | Yes |
| 11/1/2018 11:47 AM | County Counsel | Yes |



**OFFICE OF THE ASSESSOR
COUNTY OF MONO**

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517

**BARRY BECK, ASSESSOR
(760) 932-5510 FAX (760) 932-5511**

November 6, 2018

To: Honorable Board of Supervisors

From: Barry Beck, Mono County Assessor

Re: Funding of Vacant Auditor-Appraiser I Allocation in the Assessor's Office

Recommended Action:

Allocate funds from Contingencies to fund the vacant Auditor-Appraiser I Position in the Assessor's Office

Fiscal Impact:

This allocation will be filled effective October 5 and will constitute 37 weeks of the fiscal year up to year-end June 30, 2019. The cost of salary will be \$41,286 and the benefit cost will be \$21,964 for a total of \$63,249. This cost will be partially offset by the temporary vacancy of the Real Property Appraiser I/II position for which we will begin recruitment immediately.

Discussion:

The Assessor's Office is currently experiencing a very high volume of work; sales of real property in Mono County have increased greatly, building permit issuance from both the Town and the County has increased significantly, and there are two very high profile, high value appeals that will be addressed in the very near future, as well as the 2017 change in control at Mammoth Mountain Ski Area (including June Mountain and Tamarack).

It is critical to Mono County's general fund that the Assessor's Office is properly staffed to process the quickly growing workload in a timely and efficient manner. With the addition of an Auditor-Appraiser I and a successful recruitment for a Real Property Appraiser I/II, the Assessor's Office staff will be restored to the same staffing level that was present when the current assessor took office.

Sincerely,

Barry Beck

Barry Beck
Mono County Assessor





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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| <p>Click to download</p> <p>No Attachments Available</p> |
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History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Desert Survivors, et al. v. United States Department of Interior, et al.* (Case No. 3:16-cv-01165-JCS).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/1/2018 10:53 AM | County Administrative Office | Yes |
| 10/31/2018 11:42 AM | County Counsel | Yes |
| 11/1/2018 3:56 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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| <p>Click to download</p> <p>No Attachments Available</p> |
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History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/1/2018 10:53 AM | County Administrative Office | Yes |
| 10/31/2018 11:42 AM | County Counsel | Yes |
| 11/1/2018 3:56 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

TIME REQUIRED

SUBJECT Closed Session - Public Employment,
Assistant CAO

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 10:53 AM | County Administrative Office | Yes |
| 11/1/2018 11:48 AM | County Counsel | Yes |
| 11/1/2018 3:55 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Board of Supervisors

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Michael Reynolds, Superintendent

SUBJECT Yosemite National Park Update

AGENDA DESCRIPTION:

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

An opportunity for the Board to formally meet the new Superintendent of Yosemite National Park, Michael Reynolds, and to hear updates about the park.

RECOMMENDED ACTION:

Informational only; provide direction to staff if necessary.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/1/2018 12:00 PM | County Administrative Office | Yes |
| 10/31/2018 12:13 PM | County Counsel | Yes |
| 10/29/2018 9:58 AM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: Agriculture Commissioner

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Nate Reed

SUBJECT Industrial Hemp Ordinance

AGENDA DESCRIPTION:

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

Proposed ordinance for an urgency moratorium on Industrial Hemp.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance ORD18-___, An Interim Ordinance of the Board of Supervisors of the County of Mono, State of California pursuant to Government Code Section 65858 prohibiting cultivation of industrial hemp and declaring the urgency thereof. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Reed

PHONE/EMAIL: 760.873.7860 / nreade@inyocounty.us

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
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| Hemp Ordinance - Staff Report |
| Hemp Urgency Ordinance |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/1/2018 11:07 AM | County Administrative Office | Yes |
| 11/1/2018 4:02 PM | County Counsel | Yes |

11/1/2018 4:24 PM

Finance

Yes



COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA

MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Date: November 6, 2018

To: Honorable Board of Supervisors

From: Nathan D. Reade, Agricultural Commissioner

Subject: Industrial Hemp Moratorium

Recommendation: Approve an urgency ordinance enacting a moratorium on the cultivation of industrial hemp within Mono County.

Fiscal Impact: None

Background:

On October 9, 2018 the Mono County Board of Supervisors received a workshop presented by Inyo & Mono Counties Agricultural Commissioner Nathan Reade about concerns related to provisions currently included in California's industrial hemp regulatory structure that could allow for unregulated cultivation of industrial hemp and cannabis. Based upon direction from the Board, an urgency ordinance has been drafted that, if approved, would prohibit the cultivation of industrial hemp throughout Mono County until staff can conduct a study of impacts and reasonable regulations to mitigate such impacts.



ORDINANCE NO. ORD18-__

**AN INTERIM ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ENACTING A TEMPORARY MORATORIUM PROHIBITING CULTIVATION OF
INDUSTRIAL HEMP IN THE UNINCORPORATED AREA OF MONO COUNTY**

WHEREAS, Government Code Section 65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, Section 5940 of Title 7 of the United States Code states, "Notwithstanding the Controlled Substance Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other Federal law, an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research; and (2) the growing or cultivating of industrial hemp is allowed under the laws of the State in which such institution of higher education or State department of agriculture is located and such research occurs."; and

WHEREAS, Division 24 of Food and Agriculture Code (sections 81000-81010) (hereafter "FAC"), which became operative on January 1, 2017, addresses the growing and cultivation of industrial hemp in California; and

WHEREAS, FAC Division 24 does not provide for the California Department of Food and Agriculture to establish a pilot program or to participate in, or promote, research projects recognized under Section 5940 of Title 7 of the United States Code; and

WHEREAS, FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise the California Secretary of Food and Agriculture and make recommendations to the Secretary pertaining to the cultivation of industrial hemp, including but not limited to, developing the requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an assessment rate; and

WHEREAS, The Industrial Hemp Advisory Board is expected to implement requisite regulations allowing the cultivation of industrial hemp for commercial purposes in late 2018; and

WHEREAS, Under FAC Division 24, all commercial growers of industrial hemp must register with the county agricultural commissioner prior to cultivation. Registration is not yet

1 available. The fees and process for registration will be developed in conjunction with the Industrial
2 Hemp Advisory Board. Therefore, the cultivation of industrial hemp for commercial purposes as
3 defined under FAC Division 24 is prohibited within the State of California and the County of Mono
4 until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial
5 hemp seed law, regulations, and enforcement mechanisms, including the registration process and
6 fees; and

7
8 **WHEREAS**, Despite the current prohibition on the cultivation of industrial hemp for
9 commercial purposes, FAC Division 24 exempts cultivation by an "Established Agricultural
10 Research Institution" from some of the regulatory requirements enumerated therein; and

11
12 **WHEREAS**, An "Established Agricultural Research Institution" is defined under FAC
13 Section 81000 as: "(1) A public or private institution or organization that maintains land or facilities
14 for agricultural research, including colleges, universities, agricultural research centers, and
15 conservation research centers; or (2) An institution of higher education (as defined in section 1001
16 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures
17 industrial hemp for purposes of research conducted under an agricultural pilot program or other
18 agricultural or academic research."; and

19
20 **WHEREAS**, Industrial hemp is defined under FAC Section 81000 and Health and Safety
21 Code Section 11018.5 as "a fiber or oilseed crop, or both, that is limited to types of the plant
22 Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC)
23 contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin
24 extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or
25 preparation of the plant, its seeds or resin produced therefrom."; and

26
27 **WHEREAS**, "Cannabis" is defined under the Medicinal and Adult-Use Cannabis
28 Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code Section 26001
as "all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether
growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of
the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant,
its seeds, or resin ... 'cannabis' does not mean 'industrial hemp' as defined by Section 11018.5 of the
Health and Safety Code."; and

WHEREAS, Due to the fact that industrial hemp and cannabis are derivatives of the same
plant, Cannabis sativa L., the appearance of industrial hemp and cannabis are indistinguishable.
Absent a laboratory-performed chemical analysis for tetrahydrocannabinol (THC) content, the two
plants cannot be distinguished; and

WHEREAS, Division 24 of the FAC, allows an "Established Agricultural Research
Institution" to cultivate or possess industrial hemp with a greater than .3% THC level, causing such
plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such
"research" plants constituting cannabis; and

WHEREAS, The definition of "Established Agricultural Research Institution" as provided
in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board

1 have provided guidelines for how a County can establish whether a cultivator claiming to be an
2 "Established Agricultural Research Institution" is legitimate or that the cultivation constitutes
3 "agricultural or academic research." Without clear guidelines, the ability and likelihood that
4 cultivators exploit the "Established Agricultural Research Institution" exemption to grow industrial
5 hemp with more than .3% THC is great; and

6 **WHEREAS**, Except for personal cultivation, by an adult 21 years of age or older, of six or
7 fewer cannabis plants within a private residence or inside a detached accessory structure on the
8 grounds of a private residence that is fully enclosed and secured and personal use of cannabis
9 otherwise allowed under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Senate
10 Bill 94 (2017) ("MAUCRSA"), Section 5.40.040 of Mono County Code states that "It is unlawful
11 for any person to maintain, conduct, operate, or carry on within the unincorporated area of the
12 county any commercial cannabis business, unless such person is issued a commercial cannabis
13 business license pursuant to this chapter for such business, and such person is currently in
14 compliance with all applicable state and local laws and regulations pertaining to the commercial
15 cannabis business and the commercial cannabis activities, including the duty to obtain any required
16 local land use approvals and state licenses."; and

17 **WHEREAS**, Due to the fact that industrial hemp and cannabis are indistinguishable, the
18 cultivation of industrial hemp by an "Established Agricultural Research Institution" prior to the
19 adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the
20 unregulated cultivation of cannabis; and

21 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local
22 reasonable regulations may create an increased likelihood of unlawful commercial cannabis
23 activity; and

24 **WHEREAS**, Currently the State of California has not yet identified, nor approved seed
25 sources for industrial hemp. Unregulated seed sources can be infested with exotic weed seed or
26 carry plant diseases. Once exotic weeds or plant diseases are established they are difficult and
27 costly to eradicate. Soil borne diseases, once established, can result in quarantines that restrict plant
28 movement as well as crop rotations; and

WHEREAS, Industrial hemp can serve as a host to mites and other insects. At this time,
there are no pesticides registered for hemp that specifically address such mites or other insects. The
pesticides that have been approved for hemp are not always effective, which allows for such insects
to move into other nearby crops; and

WHEREAS, There are no requirements for pesticide use reporting or testing for industrial
hemp when cultivated by an "Established Agricultural Research Institution" if pesticides on the
Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition,
"Established Agricultural Research Institutions" may be using chemicals or pesticides that are
extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby
water sources; and

1 **WHEREAS**, If cloned hemp plants are used for experimentation they are exempt from
2 nursery standards at this time and may not be inspected for plant cleanliness standards leaving them
3 susceptible to insect and disease infection; and

4 **WHEREAS**, Industrial hemp and cannabis are not compatible crops and cultivation of
5 industrial hemp near commercial cannabis crops can result in less marketable product due to cross
6 pollination; and

7 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local
8 regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and
9 land of nearby property owners; and

10 **WHEREAS**, There is an urgent need for County staff to assess the impacts of industrial
11 hemp and to explore reasonable regulatory options relating thereto; and

12 **WHEREAS**, The allowance of cultivation of industrial hemp by "Established Agricultural
13 Research Institutions," as defined by FAC Section 81000, prior to the adoption of reasonable
14 regulations, creates an urgent and immediate threat to the public health, safety or welfare of the
15 citizens and existing agriculture in Mono County; and

16 **WHEREAS**, Mono County has a compelling interest in protecting the public health, safety,
17 and welfare of its residents and businesses, in preventing the establishment of nuisances, and the
18 unregulated cultivation of industrial hemp is hereby declared to constitute a public nuisance; and

19 **WHEREAS**, This ordinance complies with State law and imposes reasonable regulations
20 that the Board of Supervisors concludes are necessary to protect the public safety, health and
21 welfare of residents and business within the County; and

22 **WHEREAS**, the Mono County Board of Supervisors has not had the opportunity to hear
23 adequate public comment or receive comprehensive input from local communities with regard to
24 the imposition of local land use or other regulations pertaining to the cultivation of industrial hemp;
25 and

26 **WHEREAS**, in order to preserve the status quo within the unincorporated areas of the
27 County and discourage harmful effects of unregulated cultivation of industrial hemp, while staff
28 and decision makers analyze and consider potential modifications to the General Plan and other
local regulations to address these issues, the Board of Supervisors desires to temporarily prohibit
cultivation of industrial hemp within the unincorporated areas of the County in accordance with
Government Code section 65858;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
MONO FINDS AND ORDAINS THAT:**

SECTION ONE: For the reasons set forth above, and hereby adopted, the cultivation of
industrial hemp prior to the adoption of State and/or local regulations poses a current and
immediate threat to the public health, safety and welfare within the unincorporated areas of the
County.

1 **SECTION TWO:** Cultivation of industrial hemp for any purposes, including cultivation by
2 “Established Agricultural Research Institutions” as defined in FAC Section 81000, within the
3 unincorporated areas of Mono County is hereby temporarily prohibited to allow for the proper
4 study and assessment of public sentiment, State regulation and County land use and regulatory
5 needs as they relate to the activity.

6 **SECTION THREE:** During the temporary prohibition created by this ordinance, staff
7 shall identify and analyze the relevant issues associated with the cultivation of industrial hemp and
8 the impact these activities would have on law enforcement and the community at large, should such
9 activities not be regulated at the local level, and shall develop recommendations for the Board
10 regarding possible local land use or other regulations governing their implementation.

11 **SECTION FOUR:** If any section, subsection, sentence, clause, or phrase of this ordinance
12 is for any reason held to be invalid or unconstitutional by a decision of any court of competent
13 jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance.
14 The Board of Supervisors hereby declares that it would have passed this ordinance, and each and
15 every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional
16 without regard to whether any portion of this ordinance would be subsequently declared invalid or
17 unconstitutional.

18 **SECTION FIVE:** This ordinance shall become effective upon adoption as an urgency
19 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless
20 extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post
21 this ordinance and also publish it or a summary thereof in the manner prescribed by Government
22 Code section 25124 no later than 15 days after the date of its adoption.

23 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2018,
24 by the following vote, to wit:

25 **AYES:**

26 **NOES:**

27 **ABSENT:**

28 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 6, 2018

Departments: County Administrative Office

TIME REQUIRED 10 Minutes (5 minute presentation, 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman

SUBJECT Contracts for Indigent Defense Services - Jeremy Ibrahim & Sophie Bidet

AGENDA DESCRIPTION:

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

Proposed contracts with Sophie Bidet and Liebersbach, Carney and Reed/ Jeremy Ibrahim for the provision of Indigent Defense services.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize chair to execute said contracts on behalf of the County.

FISCAL IMPACT:

There will be a savings from previous Public Defender contracts of \$21,191 from commencement of the new contracts to June 30, 2019 and \$27,333 from July 1, 2019 through March 31, 2020 when the remaining contract be expired. Total savings are expected to be \$48,524.

CONTACT NAME: Leslie Chapman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Ibrahim Agreement |
| <input type="checkbox"/> Bidet Agreement |

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 11/2/2018 7:12 AM | County Administrative Office | Yes |
| 11/2/2018 9:28 AM | County Counsel | Yes |
| 11/1/2018 5:22 PM | Finance | Yes |



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

Date: November 6, 2018

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Recommended Action: Approve Public Defender contracts for Sophie Bidet and the Law Offices of Liebersbach, Mohun, Carney & Reed/Jeremy Ibrahim.

Strategic Priority:

Improve Public Safety & Health: Find ways to keep people from going back to jail by reducing future offenses.

Improve County Operations: Improve operational efficiency and increase customer service and transparency.

Fiscal Impact: There will be a savings from previous Public Defender contracts of \$21,191 from commencement of the new contracts to June 30, 2019 and \$27,333 from July 1, 2019 through March 31, 2020 when the remaining contracts will be expired. Total savings are expected to be \$48,524.

Discussion: On June 13, 2018, the County received notification that one of our Public Defenders, Mr. Randall Gephart, would be retiring effective August 21, 2018. Subsequently, Mr. Gerald Mohun was elected Superior Court Judge and notified the County he would be vacating his Public Defender position effective November 1, 2018. Consequently, on August 15, 2018, County staff released a Request for Proposals to local newspapers, other California Counties and Bar Association members. The County was fortunate to receive proposals from four individuals and two law firms. Then County staff chose a team consisting of County Counsel, County Chief Probation Officer, a retired County Superior Court Judge and the County Administrator to review the proposals, verify minimum qualifications were met and recommend the most highly qualified candidates for follow up interviews to determine which candidates would be the best "match" for Mono County. After this thorough and public process, staff recommends the two candidates whose contracts are presented to you for approval.

**CONTRACT AMONG COUNTY OF MONO,
THE LAW FIRM OF LIEBERSBACH, CARNEY & REED AND
ATTORNEY JEREMY IBRAHIM
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, referred to as “the COUNTY,” the law firm of Liebersbach, Carney & Reed and Jeremy Ibrahim, collectively referred to hereafter as “the CONTRACTOR,” agree to the provisions of indigent defense services as outlined below for the period November 1, 2018 through October 31, 2021. The COUNTY and the CONTRACTOR are sometimes referred to herein collectively as “the parties.”

RECITALS

- The COUNTY has a constitutionally mandated responsibility to provide indigent defense services.
- The COUNTY desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the CONTRACTOR, as authorized by law.
- The CONTRACTOR agrees that attorney Jeremy Ibrahim will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the CONTRACTOR.

TERMS AND CONDITIONS

The parties AGREE as follows:

I. DURATION OF CONTRACT

This Contract shall commence on November 1, 2018 and terminate on October 31, 2021, unless extended or terminated earlier in a manner allowed by this Contract. The COUNTY may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to CONTRACTOR at least 180 days prior to the date of termination.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County.
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.
3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

Disposition in criminal cases shall mean and/or include:

1. The dismissal of charges;
2. The entering of an order of deferred prosecution;
3. An order or result requiring a new trial;
4. Imposition of sentence;
5. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review;
6. A restitution hearing ordered at the time of original disposition.
7. The filing of a notice of appeal, if applicable.

Disposition in other cases shall mean:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

- C. Representational Services: The services for which the COUNTY is to pay the CONTRACTOR are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings,

negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

- D. Investigative Services: The services described in section IV.B.
- E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the CONTRACTOR, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

III. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for all purposes arising out of this Contract, an independent CONTRACTOR, and neither the CONTRACTOR nor his or her employees shall be deemed employees of the County. The CONTRACTOR shall complete the requirements of this Contract according to the CONTRACTOR'S own means and methods of work, which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the COUNTY, except as specified herein.

IV. SCOPE OF SERVICES.

- A. With other indigent defense counsel under direct contract to COUNTY, CONTRACTOR, through attorney Jeremy Ibrahim, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.
- B. CONTRACTOR may utilize the services of a licensed private investigator ("INVESTIGATOR") under Business and Professions Code section 7520 and 7521, with whom the COUNTY has entered into a separate contract for services, or of any other INVESTIGATOR upon appointment by the Court in a particular case. INVESTIGATOR SERVICES shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. INVESTIGATORS shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall INVESTIGATOR be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an INVESTIGATOR may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided CONTRACTOR assumes the cost.

V. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. CONTRACTOR shall have physically separate offices from any other attorney under contract with COUNTY to provide indigent defense services. CONTRACTOR shall maintain an ethical and communications wall between CONTRACTOR and such attorney(s) about their respective cases, to maintain the confidences of clients, and to be sensitive to the need for separation between the offices.
- B. CONTRACTOR agrees not to accept compensation directly or indirectly from any source other than the COUNTY on cases assigned pursuant to this contract.
- C. CONTRACTOR shall maintain the right to have private clients outside of this Contract; provided, however, that they shall structure their private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. CONTRACTOR further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance of the work and services under this Contract. Specifically, CONTRACTOR agrees not to engage in any private legal representations of any matter which would conflict or interfere with CONTRACTOR'S ability to represent clients under this Contract.
- E. CONTRACTOR agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

VI. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

- A. Mr. Ibrahim shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. CONTRACTOR will maintain for inspection on its premises records of Mr. Ibrahim's compliance with MCLE requirements.
- B. Prior to representing a defendant accused of a homicide, Mr. Ibrahim must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in five felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, Mr. Ibrahim must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel

plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in three felony cases, that have been submitted to a jury.

- D. CONTRACTOR representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.
- E. Mr. Ibrahim shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in three felony criminal cases that have been submitted to a jury alone or of record with other trial counsel. E. Failure on the part of the CONTRACTOR or Mr. Ibrahim to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

VII. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR shall provide quality representational services to all eligible clients to whom the CONTRACTOR is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of CONTRACTOR as appointed by the Court shall be observed:
 - 1. Provide careful, factual and legal investigation.
 - 2. Take prompt action to protect client's legal rights.
 - 3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
 - 4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
 - 5. Know and explore sentencing alternatives.
 - 6. Advise the client concerning appeals.
 - 7. Not accept more cases than can be competently handled.
 - 8. Not handle a legal matter which the CONTRACTOR know or should know that he is not competent to handle.
 - 9. Maintain client confidences.
 - 10. Keep the client informed.
 - 11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
 - 12. Not accept a matter in which a conflict of interest exists of which he would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.
- B. Except as provided herein, the CONTRACTOR shall maintain an office in Mono County and appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of CONTRACTOR's clients. CONTRACTOR will be timely available for all Court appearances, and meet all performance

requirements of this Contract and of the Courts, and have available office space in Mono County for interviewing and consulting with clients.

- C. CONTRACTOR shall maintain adequate office space and hours during normal business hours for appointments with potential eligible clients who are not in custody. CONTRACTOR shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. CONTRACTOR shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.
- D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of CONTRACTOR appointment. Out of custody eligible clients may make an appointment with CONTRACTOR who shall make available an appointment at an office in Mono County within five business days of CONTRACTOR appointment. In all cases, CONTRACTOR shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- E. CONTRACTOR shall keep all courts informed of the status of pending cases to which he or she has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- F. CONTRACTOR shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the CONTRACTOR.
- G. In the event that Mr. Ibrahim is unable to appear for any matter to which he has been appointed, then he shall arrange for other counsel to appear on his behalf, at no cost to the COUNTY.

VIII. CONTRACTOR EVALUATION

In June of each year during the term of this Contract, and any extension thereof, commencing June 2019, the County Counsel, County Finance Director and County Administrative Officer shall meet with the CONTRACTOR and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, the COUNTY determines that the CONTRACTOR is failing to provide competent legal services based upon the above standards or has engaged in conduct that, if CONTRACTOR were an employee of the County, would violate the Mono County Personnel System, the COUNTY may terminate this Contract upon 15 days' written notice to the CONTRACTOR and fees due shall be prorated as of the date of termination.

Before this Contract is terminated, the CONTRACTOR, upon request, shall have the opportunity for a public hearing before the County Board of Supervisors, to appear personally, and by counsel, and to produce evidence. If COUNTY determines to

terminate this Contract, the Board shall specify in writing its reasons for doing so, which reasons may not be arbitrary or capricious.

IX. COMPENSATION AND METHOD OF PAYMENT

- A. For services provided under this contract, COUNTY shall pay CONTRACTOR \$168,000 annually, for the period of November 1, 2018 through October 31, 2019. This amount shall be increased by two percent (2%) annually, commencing on November 1 of each year (\$171,360 in year 2, and \$174,780 in year 3. These amounts shall be paid in monthly installments of \$14,000 (year 1), \$14,280 (year 2), and \$14,565 (year 3), payable within 5 days following the end of month in which services are provided. In the event that this Contract is extended pursuant to Section I, annual increases shall continue to be 2%.
- B. In addition to the foregoing, COUNTY shall pay Mr. Ibrahim for Indigent Defense Services provided by him in Mono County Superior Court during the months of September and October of 2018, pursuant to direct appointment by the Court. Such payment shall be in the one-time amount of \$15,000 for each month (\$30,000 total) and is expressly contingent upon Mr. Ibrahim's waiver of any right which he may have or subsequently acquire to seek or accept approval from the Court for payment for such services. By execution of this Contract, Mr. Ibrahim hereby expressly waives any right he may now possess, or which he may subsequently acquire, to seek or accept additional compensation or consideration in any form from COUNTY or the Mono County Superior Court for Indigent Defense services provided by him during September and October of 2018.
- C. The compensation payable under this section IX is the maximum amount which COUNTY must pay under this Contract, and the CONTRACTOR shall assume and pay all other expenses incurred in the performance of this Contract or in the provision of Indigent Defense services during the months of September and October of 2018. The CONTRACTOR represents that CONTRACTOR is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The CONTRACTOR and COUNTY acknowledge that many factors outside the control of the parties can affect the ability of the CONTRACTOR to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to CONTRACTOR. Notwithstanding any such changes, the CONTRACTOR agrees to the compensation set forth in this Contract for services to be rendered.
- D. COUNTY shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under

this Contract, and no portion of said funds inure for the benefit of CONTRACTOR or otherwise affect the amount specified to be paid to CONTRACTOR under this contract.

- E. Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:
1. The name of the client and case number;
 2. The date and time the services were provided, in 10th hour increments;
 3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

- F. CONTRACTOR shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract, except for the following: costs for expert witnesses, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees, and documents produced through discovery by the County in Welfare and Institutions Code section 300 cases and documents produced through discovery by the District Attorney in Criminal and Welfare and Institutions Code section 600 cases.

- G. COUNTY has no obligation to withhold any taxes or other payments from the sums paid CONTRACTOR by COUNTY pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of CONTRACTOR.

X. REPORTS AND INSPECTIONS

- A. CONTRACTOR agrees to submit to the COUNTY the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the COUNTY withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section XIV (Corrective Action).
- B. CONTRACTOR shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by CONTRACTOR during the previous calendar quarter. The report shall be submitted within ten working days after the end of said calendar quarter and shall include:
1. The number of cases by type to which CONTRACTOR has been appointed during that quarter.
 2. The number of open cases distinguished between misdemeanor, felony, juvenile, and other types of cases.
 3. For each case closed, the type of case (felony, misdemeanor, etc.)
 4. Disposition of cases by the following categories: Pleas, trials, diversions, dismissals, and other.
 5. The number of cases in which CONTRACTOR has declared a conflict.

- C. Bar Complaints: CONTRACTOR shall immediately notify the COUNTY in writing if the CONTRACTOR becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, COUNTY shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: CONTRACTOR agrees to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the COUNTY may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the CONTRACTOR shall provide to the COUNTY right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the CONTRACTOR in a way that allows access by the COUNTY without breaching such confidentiality or privilege. The CONTRACTOR agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The COUNTY will respect the attorney-client privilege and attorney work-product privilege.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. CONTRACTOR shall prepare and maintain records sufficient to enable COUNTY and the courts to determine the cost of representing each person represented by CONTRACTOR, and CONTRACTOR shall provide the court with the total time of each case upon disposition or upon request of the court or the COUNTY.
- B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the COUNTY.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the CONTRACTOR or its employees or others by reason of the Contract. CONTRACTOR shall protect, indemnify, and save harmless the COUNTY, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from CONTRACTOR's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the COUNTY'S wrongful withholding of funds due under this Contract.
- B. CONTRACTOR agrees that it is financially responsible and liable for and will repay the COUNTY for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.

C. CONTRACTOR shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by CONTRACTOR, or its agents, officers, or employees. CONTRACTOR's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. CONTRACTOR's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a CONTRACTOR, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

CONTRACTOR shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by COUNTY as a COUNTY employee or officer.

XIII. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the CONTRACTOR. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

A. General Liability.

CONTRACTOR shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by CONTRACTOR under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CONTRACTOR under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. CONTRACTOR will provide the County a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.

B. Business Vehicle.

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

C. Workers' Compensation.

CONTRACTOR shall provide worker's compensation insurance coverage, in the legally required amount, for the CONTRACTOR's employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract CONTRACTOR acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that CONTRACTOR has complied with and will comply during the term of this Contract with all provisions of the California Labor Code with regard to its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

D. Professional Liability Insurance

CONTRACTOR shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

XIV. CORRECTIVE ACTION

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the CONTRACTOR in writing of the nature of the breach.
2. The CONTRACTOR shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the CONTRACTOR in writing of the COUNTY'S determination as to the sufficiency of the CONTRACTOR'S corrective action plan. The determination of the sufficiency of the CONTRACTOR'S corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the CONTRACTOR does not concur with the determination, the CONTRACTOR may request a review of the decision by the Board of Supervisors. COUNTY agrees that it shall work with the CONTRACTOR to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that CONTRACTOR under this Contract does not respond to the CAO's notification within the appropriate time, or the CONTRACTOR'S corrective action plan for a substantial breach is determined by the CAO, following review, by the Board of Supervisors to be insufficient, the COUNTY may commence termination of this Contract in whole or in part pursuant to Section XV (Termination and Suspension.)

In addition, the COUNTY reserves the right to withhold a portion of subsequent payments owed the CONTRACTOR which are directly related to the breach of the Contract until the COUNTY is satisfied that corrective action has been taken or completed as described in Section IX (Compensation and Method of Payment.)

XV. TERMINATION AND SUSPENSION

A. COUNTY may terminate this Contract in whole or in part upon 15 days written notice to the CONTRACTOR in the event that the CONTRACTOR under this contract:

1. Materially breaches any duty, obligation, or service required pursuant to this Contract;

2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the COUNTY terminates this Contract pursuant to this Section XV, the COUNTY shall provide the CONTRACTOR written notice of termination, which shall include the reasons for termination and the effective date of termination. The CONTRACTOR shall have the opportunity to submit a written response to the COUNTY within ten working days from the date of the COUNTY'S notice. If the CONTRACTOR elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the CONTRACTOR does not concur with the determination of the CAO, the CONTRACTOR may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. CONTRACTOR understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

- B. CONTRACTOR reserves the right to terminate this Contract with cause with 15 days written notice should the COUNTY materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the alleged breach and COUNTY shall have 30 days in which to cure the breach. In the event that the CONTRACTOR terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the COUNTY, the CONTRACTOR shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the CONTRACTOR'S control, fault or negligence.
- C. COUNTY or CONTRACTOR may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.
- D. In the event that Mr. Ibrahim ceases, for any reason, to be employed by the law firm of Liebersbach, Carney & Reed, the COUNTY may, in its sole discretion, terminate this Contract as to Mr. Ibrahim and continue to contract with the firm with the substitution of another attorney mutually agreed upon by COUNTY and the firm, or may terminate this Contract as to the firm and continue to contract with Mr. Ibrahim.
- E. Following termination or suspension of this Contract, the CONTRACTOR shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the COUNTY will be liable for any payments owed for the completion of that work. The CONTRACTOR shall remit to the COUNTY any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the CONTRACTOR attempt to withdraw from any case

assigned and not completed, and in that event, CONTRACTOR shall use best efforts to so withdraw. Should a court require, after the CONTRACTOR has attempted to withdraw, the appearance of counsel from the CONTRACTOR on behalf of any client previously represented by the CONTRACTOR where such representation is no longer the obligation of the CONTRACTOR pursuant to the terms of this Contract, the COUNTY will honor payment to the CONTRACTOR upon judicial verification that continued representation is required.

- F. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the CONTRACTOR shall return to the COUNTY those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the CONTRACTOR by the COUNTY.
- G. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual Contract of both parties hereto in writing and as provided in Section I.
- H. The ability of the COUNTY to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying CONTRACTOR of the termination, reduction, or modification of available funding. Upon receipt of such notice, CONTRACTOR may at its option terminate this Contract without incurring any penalty or breaching the Contract.

XVI. FINANCIAL RESPONSIBILITY

The CONTRACTOR shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the CONTRACTOR, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy by the CONTRACTOR under this contract shall constitute a ground for termination of the Contract.

XVII. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign or subcontract any portion of this Contract without consent of the COUNTY. Any consent sought must be requested by the CONTRACTOR in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the CONTRACTOR under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of COUNTY) shall meet all experience requirements imposed by this Contract. COUNTY shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the CONTRACTOR under this contract.

- B. The term “Subcontract” as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the CONTRACTOR.
- C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the COUNTY. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The COUNTY shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the COUNTY reasonably deems to be not qualified. Upon request of the CONTRACTOR, the COUNTY shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to CONTRACTOR:

Liebersbach, Carney and Reed
Attn: Jeremy Ibrahim
PO Box 3337
Mammoth Lakes, CA 93546
jeremy@jmilawfirm.com

If to COUNTY:

County Administrative Officer
PO Box 696
Bridgeport, CA 93517
lchapman@mono.ca.gov

With a copy to:

Mono County Counsel
PO Box 2415
Mammoth Lakes, CA 93546
ssimon@mono.ca.gov

IXX. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract, or upon expiration or pursuant to Section XV, CONTRACTOR shall cooperate fully with the COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successor. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions

of this contract and any subsequent Contract with a successor CONTRACTOR and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

XX. NONDISCRIMINATION

During the performance of this Contract, neither the CONTRACTOR nor any party subcontracting with the CONTRACTOR under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The CONTRACTOR shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXI. CONFLICT OF INTEREST

No officer, employee, or agent of the COUNTY, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or CONTRACTOR. If required by state law or by the COUNTY's own conflict of interest code, CONTRACTOR shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

XXII. MISCELLANEOUS PROVISIONS

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Bob Gardner, Board of Supervisors

By: _____
Jeremy Ibrahim

Dated: _____

Dated: _____

By: _____
Richard Liebersbach

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Jay Sloane, Risk Manager

**CONTRACT BETWEEN COUNTY OF MONO,
SOPHIE CHARLOTTE BIDET
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, referred to as “the COUNTY,” and Sophie Charlotte Bidet, referred to hereafter as “the CONTRACTOR,” agree to the provisions of indigent defense services as outlined below for the period January 1, 2019 through December 31, 2021. The COUNTY and the CONTRACTOR are sometimes referred to herein collectively as “the parties.”

RECITALS

- The COUNTY has a constitutionally mandated responsibility to provide indigent defense services.
- The COUNTY desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the CONTRACTOR, as authorized by law.
- The CONTRACTOR agrees to provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the CONTRACTOR.

TERMS AND CONDITIONS

The parties AGREE as follows:

I. DURATION OF CONTRACT

This Contract shall commence on January 1, 2019 and terminate on December 31, 2021, unless extended or terminated earlier in a manner allowed by this Contract. The COUNTY may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to CONTRACTOR at least 180 days prior to the date of termination.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County.
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.

3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

Disposition in criminal cases shall mean and/or include:

1. The dismissal of charges;
2. The entering of an order of deferred prosecution;
3. An order or result requiring a new trial;
4. Imposition of sentence;
5. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review;
6. A restitution hearing ordered at the time of original disposition.
7. The filing of a notice of appeal, if applicable.

Disposition in other cases shall mean:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. Representational Services: The services for which the COUNTY is to pay the CONTRACTOR are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section IV.B.

- E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the CONTRACTOR, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

III. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for all purposes arising out of this Contract, an independent CONTRACTOR, and neither the CONTRACTOR nor his or her employees shall be deemed employees of the County. The CONTRACTOR shall complete the requirements of this Contract according to the CONTRACTOR'S own means and methods of work, which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the COUNTY, except as specified herein.

IV. SCOPE OF SERVICES.

- A. With other indigent defense counsel under direct contract to COUNTY, CONTRACTOR shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.
- B. CONTRACTOR may utilize the services of a licensed private investigator ("INVESTIGATOR") under Business and Professions Code section 7520 and 7521, with whom the COUNTY has entered into a separate contract for services, or of any other INVESTIGATOR upon appointment by the Court in a particular case. INVESTIGATOR services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. INVESTIGATORS shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall INVESTIGATORS be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an INVESTIGATOR may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided CONTRACTOR assumes the cost.

V. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. CONTRACTOR shall have physically separate offices from any other attorney under contract with COUNTY to provide indigent defense services. CONTRACTOR shall maintain an ethical and communications wall between CONTRACTOR and such attorney(s) about their respective cases, to maintain the confidences of clients, and to be sensitive to the need for separation between the offices.

- B. CONTRACTOR agrees not to accept compensation directly or indirectly from any source other than the COUNTY on cases assigned pursuant to this contract.
- C. CONTRACTOR shall maintain the right to have private clients outside of this Contract; provided, however, that they shall structure their private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. CONTRACTOR further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance of the work and services under this Contract. Specifically, CONTRACTOR agrees not to engage in any private legal representations of any matter which would conflict or interfere with CONTRACTOR'S ability to represent clients under this Contract.
- E. CONTRACTOR agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

VI. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

- A. CONTRACTOR shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. CONTRACTOR will maintain for inspection on its premises records of compliance with MCLE requirements.
- B. Prior to CONTRACTOR representing a defendant accused of a homicide, CONTRACTOR must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, CONTRACTOR must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in three felony cases, that have been submitted to a jury.

D. CONTRACTOR representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

E. CONTRACTOR shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in three felony criminal cases that have been submitted to a jury alone or of record with other trial counsel. E.

Failure on the part of the CONTRACTOR to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

VII. PERFORMANCE REQUIREMENTS

A. CONTRACTOR shall provide quality representational services to all eligible clients to whom the CONTRACTOR is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of CONTRACTOR as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the CONTRACTOR know or should know that he is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which he would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the CONTRACTOR shall maintain an office in Mono County and appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of CONTRACTOR's clients. CONTRACTOR will be timely available for all Court appearances, and meet all performance requirements of this Contract and of the Courts, and have available office space in Mono County for interviewing and consulting with clients.

- C. CONTRACTOR shall maintain adequate office space and hours during normal business hours for appointments with potential eligible clients who are not in custody. CONTRACTOR shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. CONTRACTOR shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.
- D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of CONTRACTOR appointment. Out of custody eligible clients may make an appointment with CONTRACTOR who shall make available an appointment at an office in Mono County within five business days of CONTRACTOR appointment. In all cases, CONTRACTOR shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- E. CONTRACTOR shall keep all courts informed of the status of pending cases to which he or she has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- F. CONTRACTOR shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the CONTRACTOR.
- G. In the event that Ms. Bidet is unable to appear for any matter to which he has been appointed, then he shall arrange for other counsel to appear on his behalf, at no cost to the COUNTY.

VIII. CONTRACTOR EVALUATION

In June of each year during the term of this Contract, and any extension thereof, commencing June 2019, the County Counsel, County Finance Director and County Administrative Officer shall meet with the CONTRACTOR and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, the COUNTY determines that the CONTRACTOR is failing to provide competent legal services based upon the above standards or has engaged in conduct that, if CONTRACTOR were an employee of the County, would violate the Mono County Personnel System, the COUNTY may terminate this Contract upon 15 days' written notice to the CONTRACTOR and fees due shall be prorated as of the date of termination.

Before this Contract is terminated, the CONTRACTOR, upon request, shall have the opportunity for a public hearing before the County Board of Supervisors, to appear personally, and by counsel, and to produce evidence. If COUNTY determines to terminate this Contract, the Board shall specify in writing its reasons for doing so, which reasons may not be arbitrary or capricious.

IX. COMPENSATION AND METHOD OF PAYMENT

- A. For services provided under this contract, COUNTY shall pay CONTRACTOR \$140,000 for the ten-month period of January 1, 2019 through October 31, 2019 (prorated from a \$168,000 annual amount). This annual amount shall be increased by two percent (2%), commencing on November 1 of each year (\$171,360 in year 2, and \$174,780 in year 3). These amounts shall be paid in monthly installments of \$14,000 (year 1), \$14,280 (year 2), and \$14,565 (year 3), within 5 days following the end of the month in which services are provided. In the event that this Contract is extended pursuant to Section I, annual increases shall continue to be 2%.
- B. The compensation payable under this section IX is the maximum amount which COUNTY must pay under this Contract, and the CONTRACTOR shall assume and pay all other expenses incurred in the performance of this Contract. The CONTRACTOR represents that CONTRACTOR is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The CONTRACTOR and COUNTY acknowledge that many factors outside the control of the parties can affect the ability of the CONTRACTOR to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to CONTRACTOR. Notwithstanding any such changes, the CONTRACTOR agrees to the compensation set forth in this Contract for services to be rendered.
- C. COUNTY shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of CONTRACTOR or otherwise affect the amount specified to be paid to CONTRACTOR under this contract.
- D. Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:
1. The name of the client and case number;
 2. The date and time the services were provided, in 10th hour increments;
 3. A description of the services provided on each date.
- Any claim for which the above is not provided shall be deemed an insufficient claim.
- E. CONTRACTOR shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials,

services, and persons necessary to perform this Contract, except for the following: costs for expert witnesses, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees, and documents produced through discovery by the County in Welfare and Institutions Code section 300 cases and documents produced through discovery by the District Attorney in Criminal and Welfare and Institutions Code section 600 cases.

- F. COUNTY has no obligation to withhold any taxes or other payments from the sums paid CONTRACTOR by COUNTY pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of CONTRACTOR.

X. REPORTS AND INSPECTIONS

- A. CONTRACTOR agrees to submit to the COUNTY the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the COUNTY withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section XIV (Corrective Action.)
- B. CONTRACTOR shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by CONTRACTOR during the previous calendar quarter. The report shall be submitted within ten working days after the end of said calendar quarter and shall include:
1. The number of cases by type to which CONTRACTOR has been appointed during that quarter.
 2. The number of open cases distinguished between misdemeanor, felony, juvenile, and other types of cases.
 3. For each case closed, the type of case (felony, misdemeanor, etc.)
 4. Disposition of cases by the following categories: Pleas, trials, diversions, dismissals, and other.
 5. The number of cases in which CONTRACTOR has declared a conflict.
- C. Bar Complaints: CONTRACTOR shall immediately notify the COUNTY in writing if the CONTRACTOR becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, COUNTY shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: CONTRACTOR agrees to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the COUNTY may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the CONTRACTOR shall provide to the COUNTY right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the CONTRACTOR in a way that allows access by the COUNTY

without breaching such confidentiality or privilege. The CONTRACTOR agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The COUNTY will respect the attorney-client privilege and attorney work-product privilege.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. CONTRACTOR shall prepare and maintain records sufficient to enable COUNTY and the courts to determine the cost of representing each person represented by CONTRACTOR, and CONTRACTOR shall provide the court with the total time of each case upon disposition or upon request of the court or the COUNTY.
- B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the COUNTY.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the CONTRACTOR or its employees or others by reason of the Contract. CONTRACTOR shall protect, indemnify, and save harmless the COUNTY, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from CONTRACTOR'S failure to pay any compensation, wages, benefits or taxes except where such failure is due to the COUNTY'S wrongful withholding of funds due under this Contract.
- B. CONTRACTOR agrees that it is financially responsible and liable for and will repay the COUNTY for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.
- C. CONTRACTOR shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by CONTRACTOR, or its agents, officers, or employees. CONTRACTOR'S obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. CONTRACTOR'S obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a CONTRACTOR, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

CONTRACTOR'S obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to,

or restricted by, any requirement in this Contract for CONTRACTOR ATTORNEY to procure and maintain a policy of insurance.

CONTRACTOR shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by COUNTY as a COUNTY employee or officer.

XIII. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the CONTRACTOR. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

- A. General Liability. CONTRACTOR shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by CONTRACTOR under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CONTRACTOR under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. CONTRACTOR will provide the County a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.
- B. Business Vehicle. If CONTRACTOR, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the CONTRACTOR shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all CONTRACTOR-owned vehicles and all hired and non-owned vehicles used in performing under this Contract.
- C. Workers' Compensation. CONTRACTOR shall provide worker's compensation insurance coverage, in the legally required amount, for the CONTRACTOR's employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract CONTRACTOR acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that CONTRACTOR has complied with and will comply during the term of this Contract with all provisions of the California Labor Code with regard to its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in

favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

- D. Professional Liability Insurance. CONTRACTOR shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- E. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

XIV. CORRECTIVE ACTION

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the CONTRACTOR in writing of the nature of the breach.
2. The CONTRACTOR shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the CONTRACTOR in writing of the COUNTY'S determination as to the sufficiency of the CONTRACTOR'S corrective action plan. The determination of the sufficiency of the CONTRACTOR'S corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the CONTRACTOR does not concur with the determination, the CONTRACTOR may request a review of the decision by the Board of

Supervisors. COUNTY agrees that it shall work with the CONTRACTOR to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that CONTRACTOR under this Contract does not respond to the CAO's notification within the appropriate time, or the CONTRACTOR'S corrective action plan for a substantial breach is determined by the CAO, following review, by the Board of Supervisors to be insufficient, the COUNTY may commence termination of this Contract in whole or in part pursuant to Section XV (Termination and Suspension.)

In addition, the COUNTY reserves the right to withhold a portion of subsequent payments owed the CONTRACTOR which are directly related to the breach of the Contract until the COUNTY is satisfied that corrective action has been taken or completed as described in Section IX (Compensation and Method of Payment.)

XV. TERMINATION AND SUSPENSION

A. COUNTY may terminate this Contract in whole or in part upon 15 days written notice to the CONTRACTOR in the event that the CONTRACTOR under this contract:

1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the COUNTY terminates this Contract pursuant to this Section XV, the COUNTY shall provide the CONTRACTOR written notice of termination, which shall include the reasons for termination and the effective date of termination. The CONTRACTOR shall have the opportunity to submit a written response to the COUNTY within ten working days from the date of the COUNTY'S notice. If the CONTRACTOR elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the CONTRACTOR does not concur with the determination of the CAO, the CONTRACTOR may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. CONTRACTOR understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

B. CONTRACTOR reserves the right to terminate this Contract with cause with 15 days written notice should the COUNTY materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the alleged breach and COUNTY shall have 30 days in which to cure the breach. In the event that the CONTRACTOR terminates this Contract for reasons other than good cause resulting from a material breach of this

Contract by the COUNTY, the CONTRACTOR shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the CONTRACTOR'S control, fault or negligence.

- C. COUNTY or CONTRACTOR may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.
- D. Following termination or suspension of this Contract, the CONTRACTOR shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the COUNTY will be liable for any payments owed for the completion of that work. The CONTRACTOR shall remit to the COUNTY any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the CONTRACTOR attempt to withdraw from any case assigned and not completed, and in that event, CONTRACTOR shall use best efforts to so withdraw. Should a court require, after the CONTRACTOR has attempted to withdraw, the appearance of counsel from the CONTRACTOR on behalf of any client previously represented by the CONTRACTOR where such representation is no longer the obligation of the CONTRACTOR pursuant to the terms of this Contract, the COUNTY will honor payment to the CONTRACTOR upon judicial verification that continued representation is required.
- F. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the CONTRACTOR shall return to the COUNTY those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the CONTRACTOR by the COUNTY.
- G. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual Contract of both parties hereto in writing and as provided in Section I.
- H. The ability of the COUNTY to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying CONTRACTOR of the termination, reduction, or modification of available funding. Upon receipt of such notice, CONTRACTOR may at its option terminate this Contract without incurring any penalty or breaching the Contract.

XVI. FINANCIAL RESPONSIBILITY

The CONTRACTOR shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the CONTRACTOR, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy

by the CONTRACTOR under this contract shall constitute a ground for termination of the Contract.

XVII. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign or subcontract any portion of this Contract without consent of the COUNTY. Any consent sought must be requested by the CONTRACTOR in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the CONTRACTOR under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of COUNTY) shall meet all experience requirements imposed by this Contract. COUNTY shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the CONTRACTOR under this contract.
- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the CONTRACTOR.
- C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the COUNTY. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The COUNTY shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the COUNTY reasonably deems to be not qualified. Upon request of the CONTRACTOR, the COUNTY shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to CONTRACTOR:
Sophie Charlotte Bidet
PO Box 3475
Mammoth Lakes, CA 93546
sbcesq@gmail.com

If to COUNTY:
County Administrative Officer
PO Box 696
Bridgeport, CA 93517
lchapman@mono.ca.gov

With a copy to:
County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546
ssimon@mono.ca.gov

IXX. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract, or upon expiration or pursuant to Section XV, CONTRACTOR shall cooperate fully with the COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successor. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor CONTRACTOR and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

XX. NONDISCRIMINATION

During the performance of this Contract, neither the CONTRACTOR nor any party subcontracting with the CONTRACTOR under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The CONTRACTOR shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXI. CONFLICT OF INTEREST

No officer, employee, or agent of the COUNTY, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or CONTRACTOR. If required by state law or by the COUNTY's own conflict of interest code, CONTRACTOR shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

XXII. MISCELLANEOUS PROVISIONS

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Bob Gardner, Chair
Mono County Board of Supervisors

By: _____
Sophie Charlotte Bidet

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Jay Sloane, Risk Manager