



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 April 11, 2017

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. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Treasury Transaction Report for 2/28/2017

Departments: Finance

Treasury Transaction Report for the month ending 2/28/2017.

Recommended Action: Approve the Treasury Transaction Report for the month ending 2/28/2017.

Fiscal Impact: None.

B. Administrative Services Specialist/Victim Witness Coordinator

Departments: District Attorney

Request to hire an Administrative Services Specialist/Victim Witness Coordinator at a 69c step rather than 69a.

Recommended Action: Approve hiring of Ms. Gillespie as Administrative Services Specialist/Victim Witness Coordinator, at a 69c step versus a 69a step.

Fiscal Impact: Impact to the General Fund is \$5,608.00 for 33 days of training. This amount is covered by the DA's current budget. Starting June 1, 2017 this position will be covered by the Victim/Witness grant and there will be no general fund impact.

C. Inyo Mono Broadband Consortium Advisory Council Appointments

Departments: Board of Supervisors; Information Technology

The Inyo-Mono Broadband Consortium (IMBC) was approved by the California

Public Utilities Commission (CPUC) on January 1st, 2017. Overseen by the Eastern Sierra Council of Governments (ESCOG), and funded by the California Advanced Services Fund (CASF), the focus of the IMBC is to support and improve the viability of public and private broadband infrastructure investments throughout the region. The purpose of the Advisory Council is to engage local public, private, and tribal stakeholders to help inform the decision-making process of the recently formed Inyo-Mono Broadband Consortium. This group will be comprised of a total of 12 individuals, with the governing bodies of each ESCOG member jurisdiction appointing three (3) members from their agency's geography. This item is intended to appoint three Mono County representatives to this Committee for a two year term: Tina Baithwaite, Jimmy Little and Ron Day.

Recommended Action: Appoint the following three Mono County representatives to the Inyo-Mono Broadband Consortium Advisory Committee for a two-year term: - Tina Baithwaite, Jimmy Little, and Ron Day.

Fiscal Impact: None.

8. **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. **Letter from Range of Light re Support of Trails Maintenance**

Departments: Clerk of the Board

Letter from the Range of Light Group to Garrett Villanueva, in support of increased Trails Maintenance funding. The Board of Supervisors was cc'd on this letter.

9. **REGULAR AGENDA - MORNING**

A. **Contract Award for The Crowley Lake Skatepark**

Departments: Public Works

5 minutes

(Peter Chapman) - Proposed contract with Spohn Ranch, Inc. for the construction of The Crowley Lake Skatepark project.

Recommended Action: Based on this staff report concerning bids received in response to a solicitation for bids: 1) amend FY 2016-2017 Capital Improvement Projects Budget (GL Account Numbers 190-18-725-18100 and 190-18-725-52011) by \$455,000 to allow for construction expenses and reimbursement from County Services Area #1 (CSA1); 2) identify Spohn Ranch, Inc. as responsible bidder submitting the lowest responsive bid; 3) approve and authorize Public Works Director's signature on contract with Spohn Ranch, Inc. for The Crowley Lake Skatepark project in an amount not to exceed \$549,880.00; 4) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as

the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact: This project is funded by CSA1. The total project cost for the skatepark is estimated at \$650,000. The budget amendment of \$455,000 increases the Capital Improvement Projects Budget for the skatepark from \$195,000 to \$650,000. The proposed construction contract is for \$549,880 and does not include: the restroom, connection fees, surveying, and testing. The contractor payments will not impact the General Fund.

B. Public Hearing for Establishing a Cemetery Fee Schedule

Departments: Public Works

PUBLIC HEARING - 10:00 a.m. (10 minutes)

(Peter Chapman) - Public hearing regarding an ordinance of the Mono County Board of Supervisors establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

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

Fiscal Impact: A \$0 to \$5,000 per year increase in revenue for the cemeteries is anticipated. Any and all fees collected under this ordinance will be for the maintenance and improvement of the three public cemeteries in Mono County.

C. Cemetery Ordinance

Departments: Public Works

15 minutes (5 minute presentation; 10 minute discussion)

(Peter Chapman) - Proposed ordinance number ORD17-___ An Ordinance of the Mono County Board of Supervisors Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries.

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

Fiscal Impact: None

D. Request for Snow Removal Assistance - Yosemite National Park

Departments: Public Works - Road

20 minutes (5 minute presentation; 15 minute discussion)

(Jeff Walters) - Upon its opening each spring, State Highway 120 through Yosemite National Park (YNP) provides a significant benefit to businesses and visitation in Mono County. The Board of Supervisors has actively supported and assisted YNP and Caltrans with snow removal and opening of Highway 120. The Park Service

has requested assistance from Mono County again this year. In order to promptly respond the Board of Supervisors would need to authorize Public Works to provide snow removal assistance.

Recommended Action: Consider and potentially adopt Resolution R17-__ Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities associated with the 2017 Opening of Highway 120 Within Yosemite National Park." Provide any desired direction to staff.

Fiscal Impact: Fiscal impact will depend upon the depth of snow, weather conditions, and road debris. All expenses are already included in the FY16-17 Road budget.

E. Public Hearing Regarding Resolution to Increase Recording Fees by \$1

Departments: Clerk-Recorder

PUBLIC HEARING - 11:00 A.M. (15 minutes)

(Shannon Kendall, Clerk-Recorder) - Public Hearing pursuant to Government Code section 66018(a) on proposed fee increase in the amount of \$1.00 for all recordable documents to offset cost of E-Recording program.

Recommended Action: Conduct a Public Hearing regarding proposed fee increase of \$1.00 for all recordable documents. Following the public hearing, review and potentially adopt Resolution #R17-_____, imposing a fee increase in the amount of \$1.00 for each instrument that is recorded by the County.

Fiscal Impact: The revenue generated by this fee increase will depend on the number of documents recorded each year and will be used to offset related costs.

F. Memorandum of Understanding with Deputy Sheriffs' Association and Related Side Letters

Departments: CAO, Human Resources, Finance

45 minutes (20 minute presentation; 25 minute discussion)

(Leslie Chapman) - Proposed resolution approving Memorandum of Understanding with the Mono County Deputy Sheriffs' Association for January 1, 2017 through December 31, 2021. Proposed resolution approving Side Letters to Memorandum of Understanding.

Recommended Action: Adopt proposed resolution #R17-__, Adopting and approving a Memorandum of Understanding and Side Letters between the County and the Deputy Sheriff's Association.. Provide direction to staff.

Fiscal Impact: This new agreement between the County and the DSA is for five years, retroactive back to January 1, 2017 and effective through December 31, 2021. Staff estimate that approval of this new agreement will cost the County approximately \$145,314 (or 6.10%) for 2017 (calendar year), \$85,523 (or 3.38%)

for 2018, \$101,525 (or 3.88%) for 2019, \$99,211 (or 3.65%) for 2020 and \$103,791 (or 3.69%) for 2021. Salary increases are provided for January 1, 2017, 2018, 2019, 2020 and 2021. Overall, this agreement increases base pay, limits special pay items, includes cost sharing on health insurance benefits and decreases the County's long-term liability for compensated absences.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, 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 - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

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 - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. Public Hearing and County Election to Serve as Groundwater Sustainability Agency

Departments: County Counsel

PUBLIC HEARING 1:00 P.M. (30 minutes)

(Stacey Simon) - Public hearing regarding determination by Mono County to become a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) for those portions of the Owens Valley Groundwater Basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District. Provide any desired direction to staff.

Recommended Action: 1. Conduct public hearing and potentially adopt Resolution R17-___, electing to serve as the Groundwater Sustainability Agency for portions of the Owens Valley Groundwater Basin within Mono County that are not within the boundaries of the Tri-Valley Groundwater Management District. Alternatively, direct staff to notify the State that the County is unwilling or unable to serve. 2. Discuss possibility of formation of Joint Powers Agency with one or more local agencies in the basin that are eligible to serve as groundwater sustainability agencies under the SGMA, or other local coordination regarding the development of a groundwater sustainability plan and direct staff regarding communications with some or all of those agencies. 3. Provide any other desired direction to staff. Focus Area(s) Met: Economic Base, Infrastructure, Public Safety, and Environmental Sustainability.

Fiscal Impact: See staff report for information.

B. Public Hearing for Extension of Moratorium on Type II Short-Term Rentals & Outreach Plan

Departments: Community Development

PUBLIC HEARING 1:30 P.M. (30 minutes)

(Wendy Sugimura) - Conduct Public Hearing and consider and potentially adopt proposed ordinance #ORD17-___, An Interim Ordinance of the Mono County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan. Discuss outreach to engage communities on discussion of Type II rentals and other upcoming County policy issues, and provide direction to staff.

Recommended Action: Adopt proposed ordinance #ORD17-___, Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term

Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan. Discuss related outreach and policies and provide any additional staff direction.

Fiscal Impact: Costs are dependent on the type of outreach directed by the Board, both for hard costs and staff time.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Finance

TIME REQUIRED

SUBJECT Treasury Transaction Report for
2/28/2017

**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 2/28/2017.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 2/28/2017.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 2/28/2017.](#)

History

Time

4/6/2017 5:10 AM

Who

County Administrative Office

Approval

Yes

3/30/2017 11:21 AM

County Counsel

Yes

3/14/2017 2:52 PM

Finance

Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2017, End Date: 2/28/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Deposit	2/10/2017	OAKVALLEY0670	1,423.91	Oak Valley Bank Cash	100.00	1,423.91	0.00	0.00	1,423.91
Deposit	2/28/2017	OAKVALLEY0670	1,828.07	Oak Valley Bank Cash	100.00	1,828.07	0.00	0.00	1,828.07
Deposit	2/28/2017	OAKVALLEY0670	8,411,748.83	Oak Valley Bank Cash	100.00	8,411,748.83	0.00	0.00	8,411,748.83
Subtotal			8,415,000.81			8,415,000.81	0.00		8,415,000.81
Total Buy Transactions			8,415,000.81			8,415,000.81	0.00		8,415,000.81
Interest/Dividends									
Interest	2/1/2017	932889VJ4	0.00	WALNUT VALLEY CA USD 2 8/1/2018		0.00	5,000.00	0.00	5,000.00
Interest	2/1/2017	661334DS8	0.00	N ORANGE CNTY CA CMNTY CLG DIST 1.54 8/1/2018		0.00	4,620.00	0.00	4,620.00
Interest	2/1/2017	83412PDV1	0.00	Solano Co Community College 1.384 8/1/2017		0.00	1,730.00	0.00	1,730.00
Interest	2/1/2017	513802CE6	0.00	LANCASTER REDEV AGY A 2.125 8/1/2021		0.00	6,959.38	0.00	6,959.38
Interest	2/1/2017	92603PEP3	0.00	Victor Valley CA Cmnty Clg Dist 1.324 8/1/2019		0.00	1,820.50	0.00	1,820.50
Interest	2/1/2017	796720JH4	0.00	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2.136 8/		0.00	5,340.00	0.00	5,340.00
Interest	2/1/2017	503678QR8	0.00	La Mesa Spring Valley SD 1.886 8/1/2017		0.00	4,715.00	0.00	4,715.00
Interest	2/1/2017	420507CF0	0.00	HAWTHORNE CA CTFS 2.096 8/1/2019		0.00	2,620.00	0.00	2,620.00
Interest	2/1/2017	92603PEQ1	0.00	Victor Valley CA Cmnty Clg Dist 1.676 8/1/2020		0.00	2,178.80	0.00	2,178.80
Interest	2/1/2017	420507CE3	0.00	HAWTHORNE CA CTFS 1.846 8/1/2018		0.00	2,307.50	0.00	2,307.50
Interest	2/1/2017	769059XS0	0.00	Riverside Unified School District-Ref 1.94 8/1/202		0.00	3,734.50	0.00	3,734.50
Interest	2/3/2017	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	2/5/2017	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	2/6/2017	87164DGN4	0.00	SYNOVUS BANK 0.85 2/6/2017		0.00	1,055.51	0.00	1,055.51
Interest	2/10/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,423.91	0.00	1,423.91
Interest	2/11/2017	02006LYD9	0.00	ALLY BK MIDVALE UTAH 1.45 2/11/2019		0.00	1,790.85	0.00	1,790.85
Interest	2/11/2017	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	2/12/2017	35633MAG7	0.00	FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017		0.00	156.06	0.00	156.06



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2017, End Date: 2/28/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/15/2017	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	2/15/2017	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	2/17/2017	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	2/18/2017	795450YG4	0.00	SALLIE MAE BK SALT LAKE CITY UT 1.8 2/18/2021		0.00	2,223.12	0.00	2,223.12
Interest	2/22/2017	337630AZ0	0.00	FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017		0.00	145.66	0.00	145.66
Interest	2/24/2017	3135G0N66	0.00	FNMA 1.4 8/24/2020-17		0.00	7,000.00	0.00	7,000.00
Interest	2/25/2017	3134GADG6	0.00	FHLMC 1.5 2/25/2021-16		0.00	9,375.00	0.00	9,375.00
Interest	2/25/2017	3134G92E6	0.00	FHLMC 1.75 8/25/2021-16		0.00	8,506.94	0.00	8,506.94
Interest	2/26/2017	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	187.27	0.00	187.27
Interest	2/26/2017	3136G2YB7	0.00	FNMA 1.32 8/26/2019-16		0.00	6,600.00	0.00	6,600.00
Interest	2/26/2017	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	2/26/2017	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	2/27/2017	27113PBG5	0.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017		0.00	145.66	0.00	145.66
Interest	2/27/2017	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12
Interest	2/27/2017	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	2/28/2017	843383AX8	0.00	SOUTHERN BANK 1 1/30/2018		0.00	194.66	0.00	194.66
Interest	2/28/2017	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	169.15	0.00	169.15
Interest	2/28/2017	46176PFK6	0.00	INVESTORS BANK 0.85 11/30/2017		0.00	1,032.69	0.00	1,032.69
Interest	2/28/2017	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	194.66	0.00	194.66
Interest	2/28/2017	11373QCC0	0.00	BROOKLINE BK MASS 0.75 10/30/2017		0.00	151.03	0.00	151.03
Interest	2/28/2017	105245GN8	0.00	BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017		0.00	165.46	0.00	165.46
Interest	2/28/2017	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	197.34	0.00	197.34
Interest	2/28/2017	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	2/28/2017	2027505G6	0.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/		0.00	151.03	0.00	151.03



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 1/31/2017, End Date: 2/28/2017

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/28/2017	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	2/28/2017	464209CD5	0.00	ISABELLA BANK 0.75 3/28/2017		0.00	156.06	0.00	156.06
Interest	2/28/2017	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,828.07	0.00	1,828.07
Subtotal			0.00			0.00	87,683.62		87,683.62
Total Interest/Dividends			0.00			0.00	87,683.62		87,683.62
Sell Transactions									
Matured	2/6/2017	87164DGN4	245,000.00	SYNOVUS BANK 0.85 2/6/2017	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			245,000.00			245,000.00	0.00		245,000.00
Withdraw	2/3/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP- Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	2/27/2017	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP- Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	2/28/2017	OAKVALLEY0670	8,608,389.85	Oak Valley Bank Cash	0.00	8,608,389.85	0.00	0.00	8,608,389.85
Subtotal			10,608,389.85			10,608,389.85	0.00		10,608,389.85
Total Sell Transactions			10,853,389.85			10,853,389.85	0.00		10,853,389.85



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: District Attorney

TIME REQUIRED

SUBJECT Administrative Services
Specialist/Victim Witness Coordinator

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request to hire an Administrative Services Specialist/Victim Witness Coordinator at a 69c step rather than 69a.

RECOMMENDED ACTION:

Approve hiring of Ms. Gillespie as Administrative Services Specialist/Victim Witness Coordinator, at a 69c step versus a 69a step.

FISCAL IMPACT:

Impact to the General Fund is \$5,608.00 for 33 days of training. This amount is covered by the DA's current budget. Starting June 1, 2017 this position will be covered by the Victim/Witness grant and there will be no general fund impact.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: (760) 932-5550 / tkendall@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

Who

Approval

3/28/2017 3:11 PM	County Administrative Office	Yes
3/30/2017 11:15 AM	County Counsel	Yes
4/4/2017 9:17 AM	Finance	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: March 20, 2017

Time Needed: Regular Agenda – Presentation 5 minutes.
Discussion 10 minutes.

Subject

Mono County District Attorney is requesting to hire a new county employee for the position of Administrative Services Specialist/Victim Witness Coordinator at a salary range of 69(C) instead of 69(A).

Recommendation

Grant authority to the District Attorney to hire an Administrative Services Specialist/Victim Witness Coordinator at a 69(C).

Discussion

After 26 years of employment with the Office of the District Attorney, Tamara Donnelly, our current Administrative Services Specialist/Victim Witness Coordinator will be retiring effective May 31, 2017. As a result of Mrs. Donnelly's announcement the Office of the District Attorney conducted a recruitment for her replacement on March 17, 2017.

After a day of interviews the successful candidate, Mrs. Sarah Gillespie was extended a conditional offer of employment to begin on April 17, 2017. Mrs. Gillespie has an extensive background in law enforcement administration and serving victims of crime.

County Code section 080 states: "New employees shall be placed on the salary range for their classification at step "A". New employees may be placed above step "A" under the following circumstances: When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.

Ms. Gillespie background shows her exceptional qualifications to assume this position once Mrs. Donnelly retires. Her work performance with the Inyo County Sheriff's Department, Bishop Police Department and the Mono County Superior Court came with outstanding accomplishments and references. She performed exceptionally well in her law enforcement background both in the administration as she dealt with criminal reports and filings, booked and maintained criminal records, property and evidence and is certified to operate the Law Enforcement Case/Reporting system (RIMS) as well as the Department of Justice Criminal Law Enforcement teletype, (CLETS). Both systems are currently used in the Office of the District Attorney. She was also the contact person for those agency to assist Victim's and Witness' of crime to secure services when necessary.

Currently and for the last 5 years she has worked for the Mono County Superior Court as the Lead Criminal Court Clerk. Among the many different responsibilities she has with the Court is her primary responsibility dealing with all criminal filings from the District Attorney's Office. She is aware of all the constitutional mandates and time-frames for handling those criminal cases and how we process those cases. She also works closely with our current Victim/Witness Coordinator assisting in the referrals of services that our Office, as well as outside providers, can provide to Victim's and Witness' of crime pursuant to the Victim's Bill of Rights.

Mrs. Gillespie's background and character is going to be a tremendous asset to the County and the Office of the District Attorney. It is my opinion as well as the opinion of the interview panel that her experience is far and above an entry level salary step for this position as she already knows many aspects of the position. She will be taking a substantial pay cut from her current position with the Court but she has indicated that regardless of the outcome of this discussion, she is willing to make that move and accept the position.

The salary for a 69(A) step is \$4625.00 per month. Salary for a 69(C) step is \$5099 per month. After Mrs. Gillespie's initial training, there will be no general fund impact as this is a grant funded position.

Fiscal Impact

Impact to the General Fund is \$5,608.00 for 33 days of training. This amount is covered by the DA's current budget. Starting June 1, 2017 this position will be covered by the Victim/Witness grant and there will be no general fund impact.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Board of Supervisors; Information Technology

TIME REQUIRED

SUBJECT Inyo Mono Broadband Consortium
Advisory Council Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Inyo-Mono Broadband Consortium (IMBC) was approved by the California Public Utilities Commission (CPUC) on January 1st, 2017. Overseen by the Eastern Sierra Council of Governments (ESCOG), and funded by the California Advanced Services Fund (CASF), the focus of the IMBC is to support and improve the viability of public and private broadband infrastructure investments throughout the region. The purpose of the Advisory Council is to engage local public, private, and tribal stakeholders to help inform the decision-making process of the recently formed Inyo-Mono Broadband Consortium. This group will be comprised of a total of 12 individuals, with the governing bodies of each ESCOG member jurisdiction appointing three (3) members from their agency's geography. This item is intended to appoint three Mono County representatives to this Committee for a two year term: Tina Baithwaite, Jimmy Little and Ron Day.

RECOMMENDED ACTION:

Appoint the following three Mono County representatives to the Inyo-Mono Broadband Consortium Advisory Committee for a two-year term: - Tina Baithwaite, Jimmy Little, and Ron Day.

FISCAL IMPACT:

None.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Work Plan](#)

History

Time	Who	Approval
4/6/2017 4:25 PM	County Administrative Office	Yes
4/7/2017 9:01 AM	County Counsel	Yes
4/7/2017 9:01 AM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

April 11, 2017

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Mono County Appointments to the Inyo-Mono Broadband Consortium Advisory Committee

Recommendation

Appoint the following three Mono County representatives to the Inyo-Mono Broadband Consortium Advisory Committee:

- Tina Baithwaite Tribal Representative
- Jimmy Little Business Representative
- Ron Day Residential Representative

Discussion

The Inyo-Mono Broadband Consortium (IMBC) was approved by the California Public Utilities Commission (CPUC) on January 1st, 2017. Overseen by the Eastern Sierra Council of Governments (ESCOG), and funded by the California Advanced Services Fund (CASF), the focus of the IMBC is to support and improve the viability of public and private broadband infrastructure investments throughout the region. This will be accomplished through coordinated projects and policies that promote the thoughtful and ongoing deployment of infrastructure, while simultaneously emphasizing the importance of adoption of broadband throughout the service area.

The IMBC Work Plan is designed to provide the CASF and other California Consortia with valuable information on the successes, opportunities, and challenges of leveraging a large and unique publicly funded broadband infrastructure project (Digital 395) in a remote & rural setting, while simultaneously moving needles on a variety of critical local broadband adoption and deployment issues.

The purpose of the Advisory Council is to engage local public, private, and tribal stakeholders to help inform the decision-making process of the IMBC. This group will be comprised of a total of 12 individuals, with the governing bodies of each ESCOG member jurisdiction appointing three (3) members from their agency’s geography. Individuals will serve a two-year term.

Fiscal Impact

None.

Strategic Plan Alignment

2016 – 2017 Mono County Focus Areas

- Economic Base
- Infrastructure
- Public Safety
- ✕ Environmental Sustainability

IT Strategic Initiatives

- ✕ I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- ✕ III. Infrastructure Resiliency and Security
- ✕ Mono: Best Place to Work

INYO-MONO BROADBAND CONSORTIUM
YEAR 1 WORK PLAN

Activity	Description	Oversight	Estimated Start	Target Date	Q1	Q2	Q3	Q4	Outcome or Deliverable	Budget
1A	IMBC Advisory Council	Inyo County	Y1 Q1	Y2 Q4	X	X	X	X	Informed decision making with clear direction for ongoing consortia activity	\$1,500
1B	IMBC Provider Council	Inyo County	Y1 Q1	Y2 Q4	X	X	X	X	Strategies to inform adoption campaigns; informed sub-grant awards; cogent local government investments.	\$1,500
1C	Demand Aggregation Studies	Town of Mammoth Lakes	Y1 Q3	Y2 Q2			X	X	Strategies and partners for future infrastructure deployment.	\$4,500
1D	Service Level Interactive Map	Mono County	Y1 Q1	Y2 Q4	X	X	X	X	Strategies to inform infrastructure deployment and demand aggregation.	\$3,092
2A	Policy Review & Update	Town of Mammoth Lakes	Y1 Q1	Y1 Q4	X	X	X	X	Standardized policy adoption.	\$0
2B	Regional Branding Initiative	Town of Mammoth Lakes	Y1 Q1	Y1 Q4	X	X	X	X	Regional brand associated with appropriate broadband adoption and deployment.	\$15,000
2C	Communications Strategic Plan	Mono County	Y1 Q3	Y2 Q4			X	X	Regional Communications Strategic Plan	\$10,000
2D	Economic Development Strategy	Mono County	Y1 Q3	Y2 Q4			X	X	Regional Broadband Economic Development Strategic Plan	\$10,000
3A	Online Presence Case Studies	Mono County	Y1 Q4	Y2 Q4				X	Updated metrics on business benefit relative to having an online presence.	\$5,000
3B	Public WiFi Case Study	Town of Mammoth Lakes	Y2 Q1	Y2 Q4					White paper or formal case study on benefits and shortcomings of Public WiFi.	\$12,500
4A	IMBC Website	Mono County	Y1 Q1	Y1 Q2	X	X	X	X	IMBC website; Consortium exposure; regional awareness.	\$8,300
4B	Broadband Access Tool	Mono County	Y1 Q1	Y1 Q2	X	X	X	X	Broadband Access Tool distributed in web, app, and print formats.	\$7,840
									TOTAL	\$79,232

INYO-MONO BROADBAND CONSORTIUM
YEAR 2 WORK PLAN

Activity	Description	Oversight	Estimated Start	Target Date	Q1	Q2	Q3	Q4	Outcome or Deliverable	Budget
1A	IMBC Advisory Council	Inyo County	Y1 Q1	Y2 Q4	X	X	X	X	Informed decision making with clear direction for ongoing consortia activity	\$500
1B	IMBC Provider Council	Inyo County	Y1 Q1	Y2 Q4	X	X	X	X	Strategies to inform adoption campaigns; informed sub-grant awards; cogent local government investments.	\$500
1C	Demand Aggregation Studies	Town of Mammoth Lakes	Y1 Q3	Y2 Q2	X	X			Strategies and partners for future infrastructure deployment.	Carryover
1D	Service Level Interactive Map	Mono County	Y1 Q1	Y2 Q4	X	X	X	X	Strategies to inform infrastructure deployment and demand aggregation.	\$2,832
2A	Policy Review & Update	Town of Mammoth Lakes	Y1 Q1	Y1 Q4					Standardized policy adoption.	\$0
2B	Regional Branding Initiative	Town of Mammoth Lakes	Y1 Q1	Y1 Q4	X				Regional brand associated with appropriate broadband adoption and deployment.	\$5,000
2C	Communications Strategic Plan	Mono County	Y1 Q3	Y2 Q4	X	X	X	X	Regional Communications Strategic Plan	Carryover
2D	Economic Development Strategy	Mono County	Y1 Q3	Y2 Q4			X	X	Regional Broadband Economic Development Strategic Plan	Carryover
3A	Online Presence Case Studies	Mono County	Y1 Q4	Y2 Q4				X	Updated metrics on business benefit relative to having an online presence.	Carryover
3B	Public WiFi Case Study	Town of Mammoth Lakes	Y2 Q1	Y2 Q4	X	X	X	X	White paper or formal case study on benefits and shortcomings of Public WiFi.	\$12,500
4A	IMBC Website	Mono County	Y1 Q1	Y1 Q2	X	X	X	X	IMBC website; Consortium exposure; regional awareness.	\$2,388
4B	Broadband Access Tool	Mono County	Y1 Q1	Y1 Q2	X	X	X	X	Broadband Access Tool distributed in web, app, and print formats.	\$2,264
									TOTAL	\$25,984



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from Range of Light re
Support of Trails Maintenance

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Range of Light Group to Garrett Villanueva, in support of increased Trails Maintenance funding. The Board of Supervisors was cc'd on this letter.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnnun@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time

Who

Approval



*Range of Light Group
Toiyabe Chapter, Sierra Club
Counties of Inyo and Mono, California
P.O. Box 1973, Mammoth Lakes, CA, 93546
Rangeoflight.sc@gmail.com*



April 7, 2017

Regional Trail Program Manager Garrett Villanueva
U.S. Forest Service Region 5
Via Email: gvillanueva@fs.fed.us

Dear Mr. Villanueva,

The Range of Light Group (Toiyabe Chapter, Sierra Club) wishes to support the recommendation of the Mono County Board of Supervisors in its letter of April 4 that increased trail maintenance funds be spent on the Wilderness trail system of the Inyo National Forest, including the John Muir and Pacific Crest trails.

The Range of Light Group (ROLG) serving Mono and Inyo Counties has 413 members. We have three primary activities: conservation, outings, and education. Trail maintenance directly serves two of our three areas: conservation and outings. For nine months each year, ROLG offers weekly outings. Our members on their own and with friends hike, ski, and snowshoe in the forest. As active and experienced hikers, our members frequently hike in wilderness areas, enjoying the relatively undisturbed natural beauty and quietness of these areas. ROLG was active in lobbying for increased Wilderness areas in our two counties that resulted in the new wilderness areas added in the 2009 Omnibus Wilderness Bill. ROLG also is currently active in urging the Inyo National Forest to include additional potential wilderness areas in the forest plan revision currently in process. Various of our members have worked as volunteers on various trail projects over the years.

We are aware of the increasing infrastructure maintenance backlog, including trails, and realize that with cuts in national forest budgets, annual appropriations are not likely soon to erase the deferred maintenance. As use of our wilderness areas continue to increase, poorly maintained trails cause deterioration of the environment as well as pose a danger to less experienced hikers. Once wilderness character is lost, it is difficult to restore. Thus, our recommendation is that priority be given to wilderness trails.

Although some trails may not be usable until mid-summer, the enormous snow fall this concluding winter season will likely cause accelerated deterioration of many trails. The epidemic of dying trees over the past several years poses further maintenance challenges for our forest trails. Trail restoration also can serve to protect our water resources, many of the river and stream headwaters being located on forest lands, including especially

wilderness areas. Also trails near meadows and wetlands require special consideration due to their environmentally fragile nature.

We also note that trail activities are the most popular recreational activity in the Inyo National Forest and in turn a crucial economic driver for our two counties. Hikers on the Pacific Coast trail often make stopovers in our communities located close to the trail.

We urge you to include the wilderness trails of the Inyo National Forest as one of your proposals to be submitted by April 15. We wish the Region good fortune in having one or more of its proposals funded.

Sincerely,

A handwritten signature in black ink that reads "Malcolm Clark". The signature is written in a cursive, slightly slanted style.

Malcolm Clark, vice-chair & conservation chair
Range of Light Group, Toiyabe Chapter, Sierra Club
wmalcolm.clark@gmail.com (my email)
PO Box 3328, Mammoth Lakes, CA 93546 (my mail box)
760-924-5639

Cc: Ed Armenta, Supervisor, Inyo National Forest
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Peter Chapman

SUBJECT Contract Award for The Crowley Lake Skatepark

AGENDA DESCRIPTION:

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

Proposed contract with Spohn Ranch, Inc. for the construction of The Crowley Lake Skatepark project.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation for bids: 1) amend FY 2016-2017 Capital Improvement Projects Budget (GL Account Numbers 190-18-725-18100 and 190-18-725-52011) by \$455,000 to allow for construction expenses and reimbursement from County Services Area #1 (CSA1); 2) identify Spohn Ranch, Inc. as responsible bidder submitting the lowest responsive bid; 3) approve and authorize Public Works Director's signature on contract with Spohn Ranch, Inc. for The Crowley Lake Skatepark project in an amount not to exceed \$549,880.00; 4) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

This project is funded by CSA1. The total project cost for the skatepark is estimated at \$650,000. The budget amendment of \$455,000 increases the Capital Improvement Projects Budget for the skatepark from \$195,000 to \$650,000. The proposed construction contract is for \$549,880 and does not include: the restroom, connection fees, surveying, and testing. The contractor payments will not impact the General Fund.

CONTACT NAME: Peter Chapman

PHONE/EMAIL: 760-932-5446 / pchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Bid Tabulation
agreement

History**Time****Who****Approval**

4/6/2017 5:28 AM

County Administrative Office

Yes

4/5/2017 5:46 PM

County Counsel

Yes

4/6/2017 8:27 AM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: April 11, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Peter Chapman, Project Manager
Re: Contract Award for the Crowley Lake Skatepark Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids:

1. Amend FY 2016-2017 Capital Improvement Projects Budget (GL Account Numbers 190-18-725-18100 and 190-18-725-52011) by \$455,000 to allow for construction expenses and reimbursement from County Service Area #1 (CSA1).
2. Identify Spohn Ranch, Inc. as responsible bidder submitting the lowest responsive bid;
3. Approve and authorize Public Works Director's signature on contract with Spohn Ranch, Inc. for The Crowley Lake Skatepark project in an amount not to exceed \$549,880.00
4. Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$39,994.00 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by CSA1. The total project cost for the skatepark is estimated at \$650,000. The budget amendment of \$455,000 increases the Capital Improvement Projects Budget for the skatepark from \$195,000 to \$650,000. The proposed construction contract is for \$549,880 and does not include: the restroom, connection fees, surveying, and testing. The contractor payments will not impact the General Fund.

Background:

Mono County CSA1 approved the skatepark project in their Ten Year Plan. The skatepark was approved by the Mono County Planning Commission on Nov. 9, 2015 as part of the Site Plan at the Crowley Lake Community Center (CLCC) property owned by Mono County. The plans include a 10,000 square foot skatepark with ten additional parking spaces, a restroom and accessible walkways. The skatepark is to be paid for by CSA1 funds.

The project plans and manual were approved at the Board meeting of February 14, 2017, an optional pre-bid meeting was held at the CLCC on Wednesday March 8, 2017, and 5 bids were received on March 30, 2017. See the Bid Tabulation attachment.

Staff recommends that the Board of Supervisors award the contract to Spohn Ranch, Inc., which submitted a responsive bid and is the lowest responsible bidder. County staff will perform inspection duties for this project and survey staking and quality assurance testing will be performed by consultants. The community will be engaged to participate in the shop drawing approval process for the skatepark. It is anticipated that community meetings will occur in April and May, and construction is expected to begin in May or June.

Please contact me at (760) 932-5446 or by email at pchapman@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Peter Chapman
Project Manager

Attachments: 1) Bid Tabulation
2) Spohn Ranch, Inc. Agreement

3-Apr-17

Spohn Ranch, Inc.

Spohn Ranch, Inc.

Speiss Construction Co., Inc.

California Landscape and Design, Inc.

C. S. Legacy Construction, Inc.

Herback General Engineering

**BIDDER'S GRAND TOTAL
(INCLUDES BASE BID AND ALL ALTERNATES)** \$ **549,880.00**

\$ **549,880.00**

\$ **629,673.00**

\$ **1,162,197.25**

\$ **705,053.00**

\$ **657,936.00**

BASE BID TOTAL: (sum of items 1 through 31) \$ **549,880.00**

\$ **549,880.00**

\$ **629,673.00**

\$ **1,162,197.25**

\$ **705,053.00**

\$ **657,936.00**

BASE BID: The Crowley Lake Skatepark (parking lot, accessible sidewalk, utilities and pad for restroom, 10,000 SF skatepark)

Spohn Ranch, Inc.

Speiss Construction Co., Inc.

California Landscape and Design, Inc.

C. S. Legacy Construction, Inc.

Herback General Engineering

BID ITEM	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
3	Water Pollution Control	1	LS	\$ 4,000.00	\$ 4,000.00
4	Earthwork Excavate&Export	20	CY	\$ 50.00	\$ 1,000.00
5	Earthwork Excavate&Embankment	60	CY	\$ 40.00	\$ 2,400.00
6	Earthwork Import&Embankment	120	CY	\$ 40.00	\$ 4,800.00
7	Aggregate Base	100	CY	\$ 30.00	\$ 3,000.00
8	Slurry	450	SY	\$ 16.00	\$ 7,200.00
9	HMA (Hot Mix Asphalt)	5460	SF	\$ 4.25	\$ 23,205.00
10	HMA (Hot Mix Asphalt) Patch	200	SF	\$ 4.25	\$ 850.00
11	Curb and Gutter	217	LF	\$ 50.00	\$ 10,850.00
12	Sidewalk	1632	SF	\$ 10.00	\$ 16,320.00
13	Accessible Ramp	2	EA	\$ 2,000.00	\$ 4,000.00
14	Bus Pad	1	EA	\$ 3,500.00	\$ 3,500.00
15	Stop Sign	2	EA	\$ 600.00	\$ 1,200.00
16	Accessible Parking Sign	1	EA	\$ 2,500.00	\$ 2,500.00
17	Paint Accessible Parking	3	LS	\$ 500.00	\$ 1,500.00
18	Paint Stop Marking and Bar	2	EA	\$ 500.00	\$ 1,000.00
19	Paint Centerline Stripe	100	LF	\$ 12.00	\$ 1,200.00
20	Paint Parking Lot Striping	1	LS	\$ 3,000.00	\$ 3,000.00
21	Skatepark Shop Drawings	1	LS	\$ 8,900.00	\$ 8,900.00
22	Skatepark Construction	10000	SF	\$ 36.00	\$ 360,000.00
23	Drainage Inlet	3	EA	\$ 250.00	\$ 750.00
24	Drainage Pipe	130	LF	\$ 30.00	\$ 3,900.00
25	Drywell	1	LS	\$ 2,500.00	\$ 2,500.00
26	Retaining Wall	570	VSF	\$ 99.00	\$ 56,430.00
27	Handrail	120	LF	\$ 30.00	\$ 3,600.00
28	Building Pad and Placement	1	LS	\$ 2,500.00	\$ 2,500.00
29	Sewer Lateral	55	LF	\$ 50.00	\$ 2,750.00
30	Water Lateral	135	LF	\$ 40.00	\$ 5,400.00
31	Electrical Service	55	LF	\$ 75.00	\$ 4,125.00

UNIT PRICE	BID AMOUNT
\$ 5,000.00	\$ 5,000.00
2500	\$ 2,500.00
4000	\$ 4,000.00
50	\$ 1,000.00
40	\$ 2,400.00
40	\$ 4,800.00
30	\$ 3,000.00
16	\$ 7,200.00
4.25	\$ 23,205.00
4.25	\$ 850.00
50	\$ 10,850.00
10	\$ 16,320.00
2000	\$ 4,000.00
3500	\$ 3,500.00
600	\$ 1,200.00
2500	\$ 2,500.00
500	\$ 1,500.00
500	\$ 1,000.00
12	\$ 1,200.00
3000	\$ 3,000.00
8900	\$ 8,900.00
36	\$ 360,000.00
250	\$ 750.00
30	\$ 3,900.00
2500	\$ 2,500.00
99	\$ 56,430.00
30	\$ 3,600.00
2500	\$ 2,500.00
50	\$ 2,750.00
40	\$ 5,400.00
75	\$ 4,125.00

UNIT PRICE	BID AMOUNT
\$ 5,000.00	\$ 5,000.00
600	\$ 600.00
4500	\$ 4,500.00
165	\$ 3,300.00
165	\$ 9,900.00
165	\$ 19,800.00
132	\$ 13,200.00
3.5	\$ 1,575.00
6.5	\$ 35,490.00
8	\$ 1,600.00
55	\$ 11,935.00
9	\$ 14,688.00
2700	\$ 5,400.00
1600	\$ 1,600.00
300	\$ 600.00
375	\$ 375.00
330	\$ 990.00
330	\$ 660.00
2.5	\$ 250.00
600	\$ 600.00
10000	\$ 10,000.00
35.2	\$ 352,000.00
1100	\$ 3,300.00
90	\$ 11,700.00
7500	\$ 7,500.00
83	\$ 47,310.00
200	\$ 24,000.00
19250	\$ 19,250.00
138	\$ 7,590.00
66	\$ 8,910.00
110	\$ 6,050.00

UNIT PRICE	BID AMOUNT
\$ 12,786.00	\$ 12,786.00
8786	\$ 8,786.00
12786	\$ 12,786.00
1799.45	\$ 35,989.00
441.53	\$ 26,491.80
215	\$ 25,800.00
322.72	\$ 32,272.00
45.39	\$ 20,425.50
12.26	\$ 66,939.60
103.53	\$ 20,706.00
110.28	\$ 23,930.76
13.2	\$ 21,542.40
7684.5	\$ 15,369.00
16399	\$ 16,399.00
3278	\$ 6,556.00
4921	\$ 4,921.00
1992.66	\$ 5,977.98
2457	\$ 4,914.00
44.66	\$ 4,466.00
8386	\$ 8,386.00
8386	\$ 8,386.00
52.92	\$ 529,200.00
1808.67	\$ 5,426.01
186.43	\$ 24,235.90
23614	\$ 23,614.00
143.25	\$ 81,652.50
294.8	\$ 35,376.00
25630	\$ 25,630.00
245.7	\$ 13,513.50
130.59	\$ 17,629.65
401.63	\$ 22,089.65

UNIT PRICE	BID AMOUNT
\$ 67,670.00	\$ 67,670.00
\$ 1,871.00	\$ 1,871.00
\$ 5,686.00	\$ 5,686.00
\$ 54.80	\$ 1,096.00
\$ 55.70	\$ 3,342.00
\$ 94.70	\$ 11,364.00
\$ 161.76	\$ 16,176.00
\$ 53.80	\$ 24,210.00
\$ 6.20	\$ 33,852.00
\$ 15.44	\$ 3,088.00
\$ 42.00	\$ 9,114.00
\$ 9.00	\$ 14,688.00
\$ 2,825.00	\$ 5,650.00
\$ 2,787.00	\$ 2,787.00
\$ 368.00	\$ 736.00
\$ 307.00	\$ 307.00
\$ 154.00	\$ 462.00
\$ 62.00	\$ 124.00
\$ 2.45	\$ 245.00
\$ 319.00	\$ 319.00
\$ 12,263.00	\$ 12,263.00
\$ 40.47	\$ 404,700.00
\$ 307.00	\$ 921.00
\$ 25.00	\$ 3,250.00
\$ 7,358.00	\$ 7,358.00
\$ 69.00	\$ 39,330.00
\$ 85.00	\$ 10,200.00
\$ 2,254.00	\$ 2,254.00
\$ 99.00	\$ 5,445.00
\$ 103.00	\$ 13,905.00
\$ 48.00	\$ 2,640.00

UNIT PRICE	BID AMOUNT
\$ 66,650.00	\$ 66,650.00
1470	\$ 1,470.00
4213	\$ 4,213.00
80	\$ 1,600.00
89	\$ 5,340.00
80	\$ 9,600.00
288	\$ 28,800.00
22.5	\$ 10,125.00
4.8	\$ 26,208.00
5	\$ 1,000.00
56	\$ 12,152.00
15	\$ 24,480.00
2800	\$ 5,600.00
3900	\$ 3,900.00
558	\$ 1,116.00
558	\$ 558.00
168	\$ 504.00
140	\$ 280.00
1.7	\$ 170.00
670	\$ 670.00
9940	\$ 9,940.00
34	\$ 340,000.00
1558	\$ 4,674.00
43	\$ 5,590.00
4500	\$ 4,500.00
91	\$ 51,870.00
209	\$ 25,080.00
2046	\$ 2,046.00
51	\$ 2,805.00
40	\$ 5,400.00
29	\$ 1,595.00

BASE BID TOTAL: (sum of items 1 through 31) \$ **549,880.00**

\$ **549,880.00**

\$ **629,673.00**

\$ **1,162,197.25**

\$ **705,053.00**

\$ **657,936.00**

AGREEMENT WITH SPOHN RANCH, INC.
AGREEMENT BETWEEN COUNTY OF MONO
AND SPOHN RANCH, INC.
FOR THE CONSTRUCTION OF THE CROWLEY LAKE SKATEPARK PROJECT

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the construction services of Spohn Ranch, Inc., of Los Angeles, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Director of Public Works, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from April 11, 2017 to December, 31, 2018, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed five hundred forty-nine thousand, eight hundred eighty dollars, or \$549,880.00 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

A. Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$3,000,000 per accident for bodily injury and property damage. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor’s Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor’s profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the “retro date” must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (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, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractor’s Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$500,000 per claim or occurrence, and \$1,000,000 policy aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

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

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Public Works Department
Director of Public Works
Jeff Walters
PO Box 457

Bridgeport, CA 93517

Contractor:

Spohn Ranch, Inc.
6824 S. Centinela Ave.
Los Angeles, CA 90230
626-330-5803
kirsten@spohnranch.com

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND SPOHN RANCH, INC.
FOR THE CONSTRUCTION OF THE CROWLEY LAKE SKATEPARK PROJECT**

TERM:

FROM: April 11, 2017 TO: December 31, 2018

SCOPE OF WORK:

The CROWLEY LAKE SKATEPARK project (hereinafter referred to as the PROJECT) is for the purpose of constructing a 10,000 square foot public, concrete, skatepark at the Crowley Lake Community Center (CLCC) in Crowley Lake, California. The major work items of this Project are: skatepark construction (approximately 10,000 square feet), construction and restoration of a 29 space parking lot including 10 new paved parking spaces and minor restoration to 19 existing paved parking spaces, a new sidewalk along the new parking spaces, and necessary preparations for a prefabricated single occupancy restroom building.

The Skatepark will include new drainage facilities and a retaining wall. The parking lot, along with associated sidewalks will be ADA compliant, including new ADA parking spaces, signage and pavement markings. The completed parking lot will create a loop drive. The existing bus stop will be relocated. This project will include the pad for placement of the prefabricated Restroom building along with connections to water, sewer and electrical utilities. The prefabricated restroom building is provided by Mono County, and will be delivered, landed, and connected to the utilities by the supplier. Installation of the building shall occur before paving of the parking lot.

The Project Plans are included as Section IV of the Project Manual. The Project Plans include: Skatepark plans prepared by Mono County (G1, W1, P1 to P 4), Skatepark Paving and Sidewalk Improvement Plans prepared by Triad Holmes Associates (C1 to C3), and the CXT Precast Products Building Plans. Section IV also has references for construction, including the Mountain Meadows Mutual Water Company (MMMWC) Meter Pit Details and the Hilton Creek Community Service District (HCCSD) sewer utility information.

Contractor shall conform to the requirements of agencies including but not limited to Mono County, MMMWC, HCCSD, and SCE. Any required permits or connection fees will be obtained and paid for by Mono County.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND SPOHN RANCH, INC.
FOR THE PROVISION OF THE CROWLEY LAKE SKATEPARK PROJECT SERVICES**

TERM:

FROM: April 11, 2017 TO: December 31, 2018

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein. The total project cost shall not exceed \$549,880.00, unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed a payment shall be made for any additional items or tasks not initially specified in the scope of work.

See Attachment B1, incorporated herein by this reference (optional).

EXHIBIT 1

AGREEMENT BETWEEN THE COUNTY OF MONO AND SPOHN RANCH, INC. FOR THE CONSTRUCTION OF THE CROWLEY LAKE SKATEPARK PROJECT

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.
- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
- Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Long Valley Fire Department
Eastern Sierra Transit
Mountain Meadow Mutual Water Company
Mammoth Unified School District – Transportation Director

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor’s manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County’s satisfaction and at no additional cost to the County.

It is the Contractor’s responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor’s presence, it will be the Contractor’s responsibility to repair the damage to the County’s satisfaction without cost to the County. If the Contractor does not repair the damage to the County’s satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials

and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, , existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this

subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after

90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4 . Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by

- Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
 3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Plus reasonable demobilization costs.
 5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.”

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or

substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the

Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of 80 WORKING DAYS beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of \$1,000.00 per day, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-21 available at

<http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP04-09.pdf> .

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the

Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the “as-built” drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND SPOHN RANCH, INC. FOR THE CONSTRUCTION OF THE CROWLEY LAKE SKATEPARK PROJECT

PREVAILING WAGES AS OF: March 30, 2017

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is included at the end of this Exhibit.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem

wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions

of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE:

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
 - (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m)
 - (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
 - (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
 - (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury.

Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND SPOHN RANCH, INC. FOR THE CONSTRUCTION OF THE CROWLEY LAKE SKATEPARK PROJECT

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Contractor SPOHN RANCH, INC., hereafter designated as the "Contractor", a contract for the work described as follows:

THE CROWLEY LAKE SKATEPARK project as described in the Project Manual.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of five hundred forty-nine thousand, eight hundred eighty dollars (\$549,880.00), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor SPOHN RANCH, INC., hereafter designated as the "Principal", a contract for the work described as follows:

THE CROWLEY LAKE SKATEPARK project as described in the Project Manual.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of five hundred forty-nine thousand, eight hundred eighty dollars (\$ 549,880.00), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND**

KNOW ALL BY THESE PRESENTS that we, SPOHN RANCH, INC., the Contractor in the contract hereto annexed, as Principal, and, _____ as Surety, are held and firmly bound unto the County of Mono in the sum of five hundred forty-nine thousand, eight hundred eighty dollars (\$ 549,880.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of THE CROWLEY LAKE SKATEPARK project such that it is free from defects in materials and workmanship for a period of one year commencing on _____ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
SPOHN RANCH, INC. FOR THE CONSTRUCTION OF
THE CROWLEY LAKE SKATEPARK PROJECT**

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

EXHIBIT 5

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
SPOHN RANCH, INC. FOR THE CONSTRUCTION OF
THE CROWLEY LAKE SKATEPARK PROJECT**

TRENCHING

1. As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

2. Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

3. In the event that notice is provided pursuant to paragraph 2 above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4. In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Public Works

TIME REQUIRED PUBLIC HEARING - 10:00 a.m. (10 minutes) **PERSONS APPEARING BEFORE THE BOARD** Peter Chapman

SUBJECT Public Hearing for Establishing a Cemetery Fee Schedule

AGENDA DESCRIPTION:

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

Public hearing regarding an ordinance of the Mono County Board of Supervisors establishing a schedule of fees for services provided at the public cemeteries located within the unincorporated area of the county.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

A \$0 to \$5,000 per year increase in revenue for the cemeteries is anticipated. Any and all fees collected under this ordinance will be for the maintenance and improvement of the three public cemeteries in Mono County.

CONTACT NAME: Peter Chapman

PHONE/EMAIL: 760-932-5446 / pchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Ordinance Establishing Fees for Cemeteries

History

Time	Who	Approval
4/6/2017 9:07 AM	County Administrative Office	Yes
4/5/2017 6:12 PM	County Counsel	Yes
4/4/2017 9:07 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

April 11, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: Proposed Ordinance Establishing a Fee Schedule for Services Provided at the County’s Public Cemeteries.

Recommended Action: Following Public Hearing, introduce, read title and waive further reading of proposed ordinance: ORD17-___ An Ordinance of the Mono County Board of Supervisors Establishing a Schedule of Fees for Services Provided at the Public Cemeteries Located within the Unincorporated Area of the County. Provide any desired direction to staff.

Fiscal Impact: A \$0 to \$5,000 per year increase in revenue for the cemeteries is anticipated. Any and all fees collected under this ordinance will be for the maintenance and improvement of the three public cemeteries in Mono County.

Background: The Bridgeport and Mono Lake cemeteries have not required fees for reserving a plot. Resolution 88- 41 was approved by the Board of Supervisors on June 7, 1988 for the Mount Morrison Cemetery. The fee established at that time was \$456 per five foot by ten-foot plot. There are a number of issues associated with providing free plots, and on November 6, 2007 reservations at both the Bridgeport and Mono Lake cemeteries were temporarily discontinued.

The cemetery issues have been in discussion over the past years. The Board of Supervisors, Mono Basin Regional Planning Advisory Committee, Bridgeport Regional Planning Advisory Committee and other interested citizens have participated in the discussion the result of which has contributed to drafting the ordinance amending Chapter 7.32 of the Mono County Code, and guiding the structure of proposed cemetery fees.

In collaboration with the adoption of the ordinance amending Chapter 7.32 of the Mono County Code a schedule of fees is proposed for plot reservations and services provided by Mono County at the public cemeteries. The fee schedule is:

Cemetery Fee Schedule

Plot Reservation* - Existing Historic	\$0.00
Plot Reservation* - Resident	\$700.00
Plot Reservation* - Non-Resident.....	\$1,200.00
Plot Reservation* - Veteran	\$0.00
Open and Close (if by County)	
Single/Upper.....	\$750.00
Lower.....	\$950.00

Weekend/Holiday	\$500.00
Disinterment	\$1,000.00
Headstone Deposit**	\$300.00
Headstone Removal	\$500.00
Plot Boundary Removal	\$500.00

	<u>Bridgeport</u>	<u>Mono Lake</u>	<u>Mt. Morrison</u>
* Plot sizes are:	5 ft. by 10 ft.	6.5 ft. by 10 ft.	5 ft by 10 ft.
A single plot may hold:	(a) One Casket		
	(b) Two caskets arranged with one casket residing above the other		
	(c) Six urns; or		
	(d) One casket and three urns.		

** The Headstone deposit is collected before interment and refunded in full upon placement of a permanent headstone.

Attachments:

1. Ordinance Establishing Fees for Cemeteries

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

Respectfully submitted,



Peter Chapman, Project Manager



ORDINANCE NO. ORD17-___

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING A SCHEDULE OF FEES FOR SERVICES PROVIDED
AT THE PUBLIC CEMETERIES LOCATED WITHIN THE
UNINCORPORATED AREA OF THE COUNTY**

WHEREAS, pursuant to Government Code section 54985, the Mono County Board of Supervisors has the authority to establish rates, charges and fees for certain activities, including the operation of public cemeteries; and

WHEREAS, pursuant to Government Code section 54986, any action by a board of supervisors to levy a new fee or charge or to approve an increase in an existing fee or charge pursuant to Section 54985, shall be taken only by ordinance; and

WHEREAS, there are three public cemeteries located within the unincorporated area of Mono County, which the County has historically maintained, operated and funded through its General Fund including: (1) The Southern Mono County/ Mt. Morrison Cemetery; (2) the Bridgeport Cemetery; and (3) the Mono Lake Cemetery; and

WHEREAS, the Board now desires to continue its maintenance and operation over these cemeteries on a fee-for-service basis in order to provide for the orderly and respectful internment and burial processes appropriate for the County and in correspondence with the 2017 revisions to Mono County Code Chapter 7.32; and

WHEREAS, pursuant to Government Code sections 54986 and 66018(a), the Mono County Board of Supervisors held a duly-noticed public hearing on April 11, 2017, regarding the imposition of these new fees.

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

SECTION ONE: Pursuant to Government Code section 54985, the following cemetery fees are hereby established for Mono County public cemeteries:

terms are defined in MCC 7.32

Cemetery Fee Schedule

Plot Reservation* - Existing Historic	\$0.00
Plot Reservation* - Resident	\$700.00
Plot Reservation* - Non-Resident	\$1,200.00

Plot Reservation* - Veteran	\$0.00
Open and Close (if by County)	
Single/Upper	\$750.00
Lower	\$950.00
Weekend/Holiday Fee	\$500.00
Disinterment	\$1,000.00
Headstone Deposit**	\$300.00
Headstone Removal	\$500.00
Plot Boundary Removal	\$500.00

* Plot sizes are: Bridgeport Mono Lake Mt. Morrison
 5 ft. by 10 ft. 6.5 ft. by 10 ft. 5 ft by 10 ft.
A plot may hold: (a) One casket
 (b) Two caskets: arranged one casket above the other
 (c) Six urns; or
 (d) One casket and three urns

** The Headstone Deposit fee is collected before interment and refunded in full upon placement of a permanent headstone.

SECTION TWO: The Finance Director or a designee is hereby authorized and directed to add this fee to the County’s published fee schedule.

SECTION THREE: This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this ____ day of ____, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, 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 April 11, 2017

Departments: Public Works

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

**PERSONS
APPEARING
BEFORE THE
BOARD** Peter Chapman

SUBJECT Cemetery Ordinance

AGENDA DESCRIPTION:

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

Proposed ordinance number ORD17-___ An Ordinance of the Mono County Board of Supervisors Amending Chapter 7.32 of the Mono County Code Pertaining to Public Cemeteries.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None

CONTACT NAME: Peter Chapman

PHONE/EMAIL: 760-932-5446 / pchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Existing Mono County Code - Chapter 7.32 CEMETERIES](#)

[Ordinance Amending Chapter 7.32 of the MCC](#)

History

Time	Who	Approval
4/6/2017 10:16 AM	County Administrative Office	Yes
4/5/2017 6:32 PM	County Counsel	Yes
4/4/2017 9:34 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

April 11, 2017

To: Honorable Chair and Members of the Board of Supervisors

From: Peter Chapman, Project Manager

Re: An Ordinance Revising Chapter 7.32 of the Mono County Code to Regulate Public Cemeteries in Mono County

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

Fiscal Impact: None.

Background:

Mono County maintains and operates three public cemeteries: the Bridgeport Cemetery, Mono Lake Cemetery and Mount Morrison Cemetery (also known as Southern Mono County Cemetery). On November 6, 2007 reservations at both the Bridgeport and Mono Lake cemeteries were temporarily discontinued. During this temporary restriction on reservations, burials have been approved by the Director of Public Works on a case-by-case basis and in existing, already reserved, family plots.

The proposed ordinance will revise Chapter 7.32 of the Mono County Code. Chapter 7.32 requires amendment in order to comply with revisions to State law that have been made since the Chapter was adopted in 1964. The proposed ordinance also provides regulation for the orderly and respectful interment and burial appropriate to the County and specific to the existing public cemeteries of Mono County. In addition, the proposed ordinance allows for fees to be established to offset expenses incurred in the administration and management of the cemeteries, and to allow for the orderly allocation of plots within the cemeteries.

Attachments:

1. Ordinance Amending Mono County Code - Chapter 7.23 CEMETERIES
2. Existing Mono County Code - Chapter 7.32 CEMETERIES

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

Respectfully submitted,

Peter Chapman, Project Manager

EXHIBIT 1
Existing Mono County Code – Chapter 7.32 CEMETERIES

The existing Mono County Code regulating the public cemeteries in Mono County is included below for reference.

Chapter 7.32 - CEMETERIES

Sections:

7.32.010 - Purpose.

The purpose of this chapter is to provide for accurate mapping and uniform placement of graves within the cemeteries of the county.

(Ord. 345 § 1, 1964.)

7.32.020 - Site approval – Required.

It shall be required of any person or persons connected with the digging of a burial site to first obtain approval of the site. It may be further required that a request for approval be accompanied with an accurate sketch locating the site in such a manner that its position can be readily determined with respect to existing graves or other landmarks.

(Ord. 345 § 2, 1964.)

7.32.030 - Site approval – Where obtained.

Approval of a burial site may be obtained from the Mono County department of public works or through the local foreman of the Mono County road department. The foreman is authorized to approve sites when no apparent conflicts exist.

(Ord. 345 § 3, 1964.)

7.32.040 - Mapping data.

The Mono County department of public works shall furnish accurate mapping data to the county clerk.

(Ord. 345 § 4, 1964.)



ORDINANCE NO. ORD17- __

**AN ORDINANCE OF THE MONO COUNTY BOARD OF
SUPERVISORS AMENDING CHAPTER 7.32 OF
THE MONO COUNTY CODE PERTAINING
TO PUBLIC CEMETERIES**

WHEREAS, There are three public cemeteries, within the meaning of California Health and Safety Code section 8131, located within Mono County: (1) The Southern Mono County/Mt. Morrison Cemetery, (2) the Bridgeport Cemetery, and (3) the Mono Lake Cemetery; and

WHEREAS, The Mono County Board of Supervisors has the authority to enact ordinances regulating public cemeteries pursuant to Health and Safety Code section 8115; and

WHEREAS, Chapter 7.32 of the Mono County Code, as currently existing, requires amendment to the code in order to comply with revisions to State law that have been made since the Chapter was adopted in 1964; and

WHEREAS, Mono County desires to amend Chapter 7.32 in order to comply with State law, while also providing for the orderly and respectful interment and burial processes appropriate to the County as a whole and specific to the currently existing County public cemeteries; and

WHEREAS, Mono County desires to maintain the quality and historical nature of the existing Mono County public cemeteries to the extent permitted by law:

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

SECTION ONE: Chapter 7.32 of the Mono County Code is amended in its entirety to read as follows:

SECTION 7.32.010 Definitions

(A) Unless otherwise defined below, the definitions set forth in Section 7000 *et. seq.*

1 of the California Health and Safety Code shall be applicable to this Chapter.

- 2 (B) "County" shall mean the County of Mono.
- 3
- 4 (C) "Department of Public Works" shall mean the Mono County Department of
5 Public Works.
- 6 (D) "Enclosure" shall mean a fence, railing, curbing, hedge or structure that defines
7 a burial plot thus separating the plot from those adjoining.
- 8 (E) "Historical Plot" shall mean any plot, whether it encompass one or multiple
9 grave sites, reserved prior to November 6, 2007.
- 10 (F) "Resident" shall mean someone who maintains a residence, owns real property
11 or pays property taxes in Mono County.
- 12 (G) "Plot" shall mean space in a cemetery, used or intended to be used for the
13 interment of human remains. A plot shall include only one grave site. The
14 purchase of a plot does not convey property title to the Plot Representative.
- 15 (H) "Plot Representative" shall mean the person designated to represent the
16 individual, family or group for which a Plot is reserved before the Department
17 of Public Works.
- 18 (I) "Vault" or "liner" means a plastic or concrete lining of a grave intended to
19 maintain the integrity of the grave site.

20 **SECTION 7.32.020 Public Cemeteries**

- 21 (A) Unless superseded by ordinance, each part of this chapter not specific to any of
22 the below identified public cemeteries is applicable to any additional Mono
23 County public cemetery that may come into existence at a future time. The three
24 public cemeteries to which this Chapter applies are identified as follows:
- 25 (1) The Southern Mono County / Mt. Morrison Cemetery ("Mt. Morrison
26 Cemetery"), located at 189 Mt. Morrison Road, Mammoth Lakes, CA 93546.
- 27 (2) The Bridgeport Cemetery, located at 46 Cemetery Road, Bridgeport CA 93517.
- 28 (3) The Mono Lake Cemetery, located at 1200 Cemetery Road, Lee Vining CA
93540.

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SECTION 7.32.030 Authorization for Department of Public Works to Implement Regulations, Adopt Forms and Manage the Public Cemeteries

The Department of Public Works is hereby designated to implement regulations and adopt forms reasonably necessary to efficiently carry out the terms of this Chapter, to prohibit nuisances from developing within County public cemeteries, and to manage the County’s public cemeteries.

SECTION 7.32.040 Mapping and Plotting Requirements

- (A) The Department of Public Works shall complete a program to map the entirety of each Mono County public cemetery. Each map shall divide each cemetery into a series of predetermined rows, and shall divide the rows by access lanes of predetermined size(s) in order to permit necessary operating equipment to access the sites. Each row shall contain a series of Plots, and all newly mapped Plots not already utilized shall be of a predetermined size. Each map shall depict the actual Plot boundaries of existing, utilized sites that are larger than the predetermined size of plots not already utilized. Each map shall designate whether a vault is required to be installed at a Plot site due to existing soil conditions. Each Plot shall be numbered and registered with the Department of Public Works. These maps shall be modified from time to time as required due to changing conditions.
- (B) Any currently existing, properly reserved, Plots at existing Mono County public cemeteries are to be incorporated into the relevant cemetery map as is without further restriction as to size and/or allowance, unless such plots are non-compliant with the terms of any lease entered into between the County and the cemetery property owner.
- (C) The size and allowance of the newly mapped Plots not already utilized shall be as follows:
 - (1) Unless a properly implemented ordinance update otherwise permits, an individual Plot in any public cemetery may only hold:
 - (a) One casket;
 - (b) Two caskets arranged with one casket residing above the other;
 - (c) Six urns; or
 - (d) One casket and three urns.
 - (2) Except as provided in section 3 below, the default size for any plot shall be five (5) feet wide and ten (10) feet in length;

1
2 (3) For the Mono Lake Cemetery each plot shall be six and one half (6.5) feet wide
3 and ten (10) feet in length.

4 **SECTION 7.32.050 Reservation Policy**

5
6 (A) Prior to an interment in any Plot, the Plot must be duly reserved pursuant to this
7 Ordinance by a Plot Representative.

8 All Plot reservations must be processed and approved by the Department of Public
9 Works. Any Plot Representative must keep the Department of Public Works
10 apprised of their current contact information. Plots may only be reserved for
11 human beings.

12 (B) For any Plot reservation purchased, the Plot Representative shall sign a waiver on a
13 form provided by the County which substantially provides:

14 " I [NAME OF PLOT REPRESENTATIVE] hereby release for any or all
15 purposes, the County of Mono, its officials, officers, employees and agents
16 from liability of any kind that may be caused by or associated in any way
17 with the use of [DESCRIBE PLOT] for the interment of [NAME OF
18 DECEASED], including but not limited to mistaken burial. I further agree
19 to defend, indemnify and hold Mono County, its officials, officers,
20 employees and agents free and harmless from any and all liability from loss,
21 damage or injury to property or persons in any manner arising out of or
22 incident to the use of [DESCRIBE PLOT] for the interment of [NAME OF
23 DESCEASED], including, without limitation the payment of attorney's fees.
24 Further, I shall defend at my own expense, including attorney's fees, Mono
25 County, its officials, officers, employees and agents in any legal action in any
26 manner arising out of or incident to the use of [DESCRIBE PLOT] for the
27 interment of [NAME OF DECEASED].

28 (C) Sub-leasing and/or sale of plots to a third party is prohibited and, if attempted or
29 effected, shall be void and result in the forfeiture of the reservation in question.

30 (D) A Plot Representative may reserve up to four (4) Plots, provided the names of those
31 individuals whose remains are intended to be buried in the Plots are identified and
32 assigned to a specific Plot. No person shall be eligible to have more than one Plot
33 reserved for his/her remains.

34 (E) Changes may be made to Plot reservations provided written direction is filed with
35 the Department of Public Works and upon payment of applicable fees.

1 **SECTION 7.32.060 Monument and Headstone Policy**

- 2 (A) All Plots must have a permanent monument or headstone to identify any
3 interments buried within the Plot within one (1) year of interment. All monuments
4 and headstones must be constructed from durable, weather resistant materials. The
5 cost of installing and maintaining any such monument or headstone is the
6 responsibility of the Plot Representative. A fee shall be charged to the Plot
7 Representative for the removal of a monument or headstone that is not in
8 compliance with this section.
- 9 (B) No monument or headstone may encroach outside of its Plot. All monuments and
10 headstones must be set back six (6) inches from the boundary of the Plot on all
11 sides, and no monument or headstone may interfere with any applicable setback
12 requirements. No monument or headstone may be greater than four (4) feet in
13 height or as otherwise required by a more restrictive lease between the County and
14 property owner.
- 15 (C) The person(s) or entities intending to install a monument or headstone on a Plot
16 shall obtain approval from the Department of Public Works prior to installing any
17 such monument or headstone. Unless the work is performed by the County, no
18 installation of a monument or headstone on a Plot shall be permitted unless and
19 until the Plot Representative and person or entity performing the work agree in
20 writing to indemnify, defend, and hold harmless the County from and against any
21 and all claims arising out of or related to said installation.
- 22 (D) Any non-permanent marker, plant, tree, or other ornament or device shall also be
23 subject to the rules and regulations promulgated by the Department of Public
24 Works.

25 **SECTION 7.32.070 Abandonment of Historical Plots and Reserved Plots**

26 If the Plot Representative for any Plot is unknown to the Department of Public
27 Works and the Plot has not been used for interment for a period of at least five
28 years, the County may seek a determination from the Mono County Board of
Supervisors that the Plot is abandoned and reconveyed back to the County for
resale or reconveyance. Prior to seeking any such determination, the County shall
provide reasonable notice of intent to declare the plot abandoned and sold via a
notice in the local paper.

1 **SECTION 7.32.080 Fees and Establishment of a Cemetery Fund**

2 (A) All fees, including, but not limited to, plot reservation fees, interment fees,
3 disinterment/excavation fees, headstone deposit fees, headstone removal fees, and
4 plot boundary marking removal fees shall be established pursuant to an ordinance
5 or resolution of the Board of Supervisors. Said fees shall be collected to offset the
6 expenses incurred in the administration and management of the cemeteries, but
7 shall not exceed the cost to the County to provide the related services. Said
8 ordinance or resolution may be reviewed on a periodic basis as needed.

9 Due to the costs incurred by the County in administering the public cemeteries, the
10 varying contribution made by residents and non-residents of the County toward
11 said costs, and the limitation on the number of available plots, said ordinance or
12 resolution shall be structured to impose fees for newly reserved plots specific to
13 reservations for (1) Mono county residents and (2) Non-county residents who pay
14 no Mono County taxes.

15 (1) In addition to plot reservations and open and close, disinterment and headstone
16 services, the fees collected pursuant to this chapter shall be used for the
17 following purposes, including those purposes generally related thereto as
18 determined in the sole discretion of the County:

- 19 (a) Construction of a fence or walled enclosure of each public cemetery;
- 20 (b) Interment of unclaimed remains or remains for which insufficient funds are
21 legally obtainable through the estate of the deceased or person responsible;
- 22 (c) Care and maintenance of the cemetery grounds;
- 23 (d) Purchasing of equipment reasonably necessary for the Department of Public
24 Works to carry out the terms of this Chapter;
- 25 (e) Permanent plot markers;
- 26 (f) Recovery of costs incurred in implementing and enforcing this Chapter;
- 27 (g) Any other use reasonably calculated to benefit the operation of the public
28 cemeteries;
- (h) Any excess cemetery funds remaining at the end of the fiscal year shall be
deposited into a separate cemetery fund used for the public cemeteries.
- (i) Expansion of cemetery/purchase/lease of new property for use as a new

1 cemetery.

- 2 (j) Opening and closing plots, disinterment, headstone removal and plot
3 boundary removal.

4
5 **SECTION 7.32.090 Record Keeping Requirements**

- 6 (A) The Department of Public Works shall keep a record of all remains interred or
7 cremated and of the interment remains on the premises, in each case stating the
8 name of the deceased person, date of death, and name and address of the funeral
9 director, if any.
- 10 (B) Said records shall be created and centrally maintained by the Department of Public
11 Works and made reasonably available for public inspection.

12 **SECTION 7.32.100 Interment & Disinterment**

- 13 (A) Plot Opening and Closing:
- 14
- 15 (1) Prior to opening and closing a Plot, the Plot Representative must notify the
16 Department of Public Works in writing of such intent and obtain approval from
17 the Department of Public Works.
- 18 (2) It is the responsibility of the Plot Representative to arrange and pay for Plot
19 opening and closing. All arrangements for the opening and closing of Plots are
20 to be made through a County approved licensed contractor or an operator that
21 has demonstrated the necessary skills required to open and close gravesites in
22 Mono County.
- 23 (3) Unless the work is performed by the County, no opening and closing of a Plot
24 shall be permitted unless and until the Plot Representative and person or entity
25 performing the work agree in writing to indemnify, defend, and hold harmless
26 the County from and against any and all claims arising out of or related to said
27 opening and closing of the Plot.
- 28 (4) In the event that human remains are interred in the wrong grave or Plot, or a
grave or Plot previously contracted for or purchased by another party, the
County shall make every effort to resolve the situation to the satisfaction of all
interested parties. To this end, the County may, but is not necessarily required
to, resolve issues of doubt in favor of the previously purchased or contracted
grave or burial right. Notwithstanding the County's intent to resolve all issues

1 to the satisfaction of all parties involved, it shall be understood and
2 acknowledged that the County has the legal authority to disinter any human
3 remains and reinter them within the same cemetery without the consent of
4 family members or the benefit of a court order.

5 (B) Interment:

- 6 (1) Only human remains are permitted for interment within a public cemetery. All
7 remains must be buried within Plots. No mausoleums or columbariums are
8 permitted to be constructed in a public cemetery.
- 9 (2) The Plot Representative is responsible for purchase and installation of any
10 vaults or liners at a Plot site, as determined by the Department of Public Works,
11 to provide lasting protection to the physical integrity of a gravesite against the
12 opening and closing of adjacent gravesites. If made available by the County, the
13 Plot Representative may purchase a standard vault from the Department of
14 Public Works at a cost set by the County. Prior to installation of any vault not
15 purchased through the Department of Public Works, any such vaults shall first
16 be inspected for approval by the Department of Public Works to ensure
17 compliance with this section. If the Plot Representative is unable or unwilling
18 to comply with this section, any fee paid by said individual shall be returned
19 and the plot reservation relinquished back to the County.
- 20 (3) Where no vault or liner is required, at the discretion of the Department of Public
21 Works, remains may be placed in a biodegradable container within the grave; or
22 may be contained in a shroud of 100% plant and/or animal fiber and placed
23 directly into the grave. Burials without liners may be limited to a specific
24 section in a cemetery.
- 25 (4) Except for cremains not in an urn, or consensual double burials, there shall be
26 no less than 24 inches of dirt or turf on top of all vaults, caskets, or urns as
27 measured at the time of burial.
- 28 (5) In the case of consensual double burials, the casket that is on top shall be
covered with at least 18 inches of dirt or turf as measured at the time of burial.
- (6) All interments must be within the boundaries of their respective Plot.
- (7) Where conditions require a means of excavation by other than hand digging, the
method of excavation shall be subject to approval from the Department of
Public Works.
- (8) A tarp or board shall be used for temporary storage of excavated material.

1 Upon completion of the interment, excavations shall be filled, and soil
2 compacted and/or mounded to allow for settling. Excess material shall be
3 distributed on site, or disposed of as directed by the Department of Public
4 Works. The site shall be cleared of all rocks and other debris removed during
excavation.

5 (9) A temporary marker must be placed at the time of interment.

6 (a) The funeral director or Plot Representative shall supply and place a
7 temporary marker noting the name, date of birth, date of death, and date of
8 interment of the deceased.

9 (b) The temporary marker must be weather resistant so as to remain in place
10 and legible for one (1) year and until the permanent marker is placed.

11 (c) The Requirement of this section may be waived at the discretion of the
12 Department of Public Works.

13 (10) Markers, monuments, enclosures, and ornamentation may be installed
14 before interments have taken place provided adequate room is allowed for
an unobstructed interment later.

15 (C) Disinterment:

16 (1) Notwithstanding section 7.32.100(A)(4), pursuant to Health and Safety Code
17 section 7527, the remains of a deceased person may be removed from a Plot in a
18 cemetery with the consent of the Department of Public Works and the written
19 consent of one of the following in the order named:

20 (a) The surviving spouse; or if none

21 (b) A majority of the surviving children; or if none

22 (c) The surviving parents; or if none

23 (d) The surviving siblings.

24 (e) If the required consent (above) cannot be obtained, permission by the
25 superior court of the county where the cemetery is situated is sufficient
26

27 (2) No remains of any deceased person shall be removed from any public cemetery
28 except upon written notice to the Department of Public Works and written
order of the Mono County Health and Human Services Department.

- 1
- 2 (3) Any person who removes any remains shall provide the Department of Public
- 3 Works with a true, correct and complete record showing:
- 4 (a) The date such remains were removed;
- 5 (b) The name and date of birth and death of the person removed;
- 6 (c) The location where the remains were buried or otherwise disposed,
- 7 including, if applicable, the cemetery and the Plot therein in which such
- 8 remains were buried.
- 9 (d) The State of California Application and Permit for Disposition of Human
- 10 Remains ("State Permit") as issued by the Office of Vital Statistics for the
- 11 state of California must accompany the remains to the cemetery. The Mono
- 12 County Health Department or designee is directed to sign and return a copy
- 13 of the State Permit to the Office of Vital Statistics.
- 14 (e) Any other documentation and/or permits as may be required by the
- 15 Department of Public Works.
- 16 (4) The person requesting the disinterment shall pay applicable fees in advance of
- 17 disinterment.
- 18 (5) All liners, markers, and ornamentation shall be removed and the ground
- 19 returned to its original condition.
- 20 (6) The Plot Representative may retain the right to interment in the vacated Plot.

21 **SECTION 7.32.110 Maintenance and Beautification of Cemetery Grounds**

- 22 (A) The Director of the Department of Public Works may authorize in writing
- 23 Department personnel, volunteers, non-County staff or individuals not under
- 24 contract with the County to carry out specific duties required for the day to day
- 25 operation of the cemeteries and/or to perform specific projects.
- 26 (B) The County may conduct Plot maintenance as may be necessary to avoid further
- 27 damage to Plots; including but not limited to fill and compaction of Plots settling
- 28 due to age, inclement weather or other unforeseen actions.
- (C) Temporary ornamentation, including but not limited to flower arrangements, toys,
- statues, balloons and holiday decorations, may be removed without notice when

1 damaged, dilapidated or deteriorated.

2 (D) Plantings are subject to advanced approval by the Department of Public Works.
3 Trees or plantings that do not conform to the regulations and restrictions stated
4 herein may be removed without notice.

- 5 (1) Trees and plants known to be invasive and/or noxious are prohibited. The
6 use of native plants and shrubs is encouraged.
- 7 (2) Planting of memorial trees is restricted to areas not intended to be used for
8 interment.
- 9 (3) Shrubs, flowers and other plantings shall be placed wholly within the
10 boundaries of a grave or family plot, as applicable.
- 11 (4) Excavation for planting shall be performed in a manner that does not impact
12 adjacent graves, walkways, and/or roads.
- 13 (5) Maintenance of memorial plantings and installations is the responsibility of
14 the family or Plot Representative of the interred.
- 15 (6) Memorial plantings shall be maintained in a manner that prevents
16 encroachment into adjacent Plots.
- 17 (7) Use of chemical herbicides and pesticides is prohibited, except by the
18 County staff or the County's authorized service provider.
- 19 (8) Memorial plantings that die or become diseased may be removed without
20 notice.

21 **SECTION 7.32.120 Visiting Hours**

22
23 Unless a properly implemented regulation(s) otherwise limits visiting hours, there
24 are no time restrictions on visitation to any Mono County public cemetery.

25 **SECTION TWO:** This ordinance shall become effective 30 days from the date of
26 its adoption and final passage, which appears immediately below. The Clerk of the Board
27 of Supervisors shall post this ordinance and also publish the ordinance in the manner
28 prescribed by Government Code section 25124 no later than 15 days after the date of its
adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-
period, then the ordinance shall not take effect until 30 days after the date of publication.

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PASSED, APPROVED and ADOPTED this _____ day of _____, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, 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 April 11, 2017

Departments: Public Works - Road

TIME REQUIRED	20 minutes (5 minute presentation; 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Jeff Walters
SUBJECT	Request for Snow Removal Assistance - Yosemite National Park		

AGENDA DESCRIPTION:

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

Upon its opening each spring, State Highway 120 through Yosemite National Park (YNP) provides a significant benefit to businesses and visitation in Mono County. The Board of Supervisors has actively supported and assisted YNP and Caltrans with snow removal and opening of Highway 120. The Park Service has requested assistance from Mono County again this year. In order to promptly respond the Board of Supervisors would need to authorize Public Works to provide snow removal assistance.

RECOMMENDED ACTION:

Consider and potentially adopt Resolution R17-__ Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities associated with the 2017 Opening of Highway 120 Within Yosemite National Park." Provide any desired direction to staff.

FISCAL IMPACT:

Fiscal impact will depend upon the depth of snow, weather conditions, and road debris. All expenses are already included in the FY16-17 Road budget.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download[Request for Assistance - YNP stff.rpt](#)[Exhibit 1 - Tioga Pass costs](#)[Exhibit 2 - Tioga Pass Resolution](#)[Exhibit 3 - Tioga Pass MOU](#)[Exhibit 4 - Olmsted Point](#)

History

Time	Who	Approval
4/6/2017 5:26 AM	County Administrative Office	Yes
4/6/2017 7:51 AM	County Counsel	Yes
3/27/2017 12:07 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: April 11, 2017

To: Honorable Chair and Members of the Board of Supervisors

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

Subject: Request for Snow Removal Assistance – Yosemite National Park

Recommended Action:

Consider and potentially adopt Resolution No. R17-____, “A Resolution of the Mono County Board of Supervisors Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and to Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities Associated with the 2017 Opening of Highway 120 Within Yosemite National Park.” Provide any desired direction to staff.

Fiscal Impact:

Fiscal impact will depend upon the depth of snow, weather conditions, and road debris. Due to Road Fund budget limitations, it is recommended that all project work be completed during the normal work day and that no, or very limited, overtime be allowed. Fiscal impact will result from personnel salaries and fuel already budgeted in the Road Fund. A chart detailing previous Mono County costs associated with the opening of Tioga Pass is attached as Exhibit 1.

Discussion:

The National Park Service and Caltrans are planning to begin snow removal operations during April to open Highway 120 access to, and through, Yosemite National Park. Beginning April 15th each year plowing status updates can be found on the Park website at www.nps.gov/yose/planyourvisit/tioga.htm.

In prior years, the Board of Supervisors has actively supported and assisted the National Park Service and Caltrans with snow removal and opening of Highway 120. The National Park Service has again requested County assistance to expedite snow removal and highway access. The proposed Resolution is attached as Exhibit 2. A copy of the MOU between the United States Department of the Interior, National Park Service, and Mono County Public Works is attached as Exhibit 3.

In anticipation of the potential to assist Yosemite National Park staff with snow removal activities this year, Road Division personnel will attend mandatory avalanche training sponsored by the National Park Service. The status of road conditions will be addressed at the Board meeting, but during the preparation of this staff report the road was buried under

206 inches of snow at the Tioga Pass eastern entry gate. It is expected, barring significant weather related issues on county roads, that Public Works crews and equipment will be able to mobilize and commence operations upon Board approval.

The Olmsted Point area will once again be the crux of the reopening process. Due to significant snow on the glaciated slope there is always concern for glide crack avalanches. A photo comparison of current conditions is attached as Exhibit 4.

If you have any questions regarding this item, please contact either Brett McCurry, Road Operations Superintendent, at 760.932.5449 or me at 760.932.5459. We may also be contacted by email at bmccurry@mono.ca.gov or jwalters@mono.ca.gov, respectively.

Respectfully submitted,



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

Attachments: Exhibit 1 – Mono County costs to assist YNP
Exhibit 2 – Resolution
Exhibit 3 – MOU
Exhibit 4 – Olmsted Point

**Tioga Pass
Mono County Snow Removal Costs**

Year	Staff Wages	Equipment Charges	Total Costs	Opening Date	Snowpack as of April 1
2017				?	Estimated at 200%
2016	\$23,460	\$26,943	\$50,403	18-May	89%
2015	\$0	\$0	\$0	4-May	7%
2014	\$0	\$0	\$0	2-May	33%
2013	\$0	\$0	\$0	11-May	52%
2012	\$0	\$0	\$0	7-May	43%
2011	\$29,623	\$36,285	\$65,908	18-Jun	178%
2010	\$21,416	\$27,030	\$48,446	5-Jun	107%
2009	\$0	\$0	\$0	19-May	92%
2008	\$0	\$0	\$0	21-May	99%
2007	\$0	\$0	\$0	11-May	46%
2006	\$2,804	\$3,314	\$6,118	17-Jun	129%
2005	\$9,011	\$12,733	\$21,744	24-Jun	163%
2004	\$13,775	\$13,228	\$27,003	14-May	83%
2003	\$0	\$0	\$0	31-May	65%
2002	\$0	\$0	\$0	22-May	95%
2001	\$0	\$0	\$0	12-May	67%
2000	\$10,677	\$10,588	\$21,264	18-May	97%
1999	\$0	\$0	\$0	28-May	110%
1998	\$0	\$0	\$0	1-Jul	156%



RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AND ADMINISTER
COOPERATIVE AGREEMENTS AND TO UTILIZE DEPARTMENT OF PUBLIC WORKS
PERSONNEL AND EQUIPMENT TO ASSIST WITH SNOW REMOVAL ACTIVITIES
ASSOCIATED WITH THE 2017 OPENING OF HIGHWAY 120
WITHIN YOSEMITE NATIONAL PARK**

WHEREAS, Section 1670 of the California Streets and Highways Code authorizes the Board of Supervisors to enter into cooperative agreements with federal officers for the maintenance of highways within the county or outside county limits; and,

WHEREAS, in prior years, the Mono County Board of Supervisors has provided cooperative assistance to Yosemite National Park officials concerning the removal of snow along State Highway 120 over Tioga Pass and within Yosemite National Park; and,

WHEREAS, through the years the early and expeditious removal of snow along this nationally designated transportation corridor has resulted in substantial benefits to the residents and businesses of Mono County, visitors to the Yosemite National Park, and the traveling public in general.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to execute and administer cooperative agreements, in consultation with County Counsel, and to work with California Department of Transportation and National Park Service officials in a cooperative effort to initiate the most cost-effective and expeditious method of implementing Spring snow removal operations on State Highway 120.

1 **APPROVED AND ADOPTED** this 11th day of April, 2017, by the following vote of the Board of
2 Supervisors, County of Mono:

3 **AYES** :
4 **NOES** :
5 **ABSENT** :
6 **ABSTAIN** :

8 _____
9 Stacy Corless, Chair
10 Mono County Board of Supervisors

11 ATTEST: Approved as to Form:

12 _____
13 Shannon Kendall
14 Clerk of the Board

15 _____
16 Stacey Simon
17 County Counsel

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND THE
MONO COUNTY PUBLIC WORKS**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS") and the Mono County Public Works Department (hereinafter "Mono County").

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to document the relationship and establish the standards, terms, and conditions under which the NPS has authorized the Mono County to assist with snow removal along State Highway 120 over Tioga Pass and within Yosemite National Park.

Nothing in this Agreement shall require the agencies to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

ARTICLE II – AUTHORITY

The Act of August 25, 1916, 16 U.S.C. § 1, 2–4 and amendments thereto, authorizes the NPS to promote and regulate the use of the federal areas known as national parks, monuments, and reservations by such means and measures as conform to the fundamental purpose of the parks, monuments and reservations, which purpose is to conserve the scenery and natural and historic objects and wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III – STATEMENT OF WORK

A. The Mono County Public Works Department will:

1. Provide the NPS with snow removal services to assist in the spring opening of the Tioga Road corridor. The Mono County will commence snow removal services starting at the east park boundary at Tioga Pass and terminate when Tioga Road becomes passable for vehicular traffic. Snow removal will be performed on the Tioga road and NPS crews will clear side roads, campgrounds and housing areas.
2. All snow removal will be performed at or above the same operating and safety standards for snow removal as that established under the Tioga Pass Road Opening Plan. All snow removal equipment will only work and travel within the paved road prism of Tioga Road.
3. Mono County will provide equipment at its expense including daily operation, maintenance and repair or replacement costs. Mono County will ensure inspection of equipment for OSHA compliance and suitability. Additionally, the on-site contact will be responsible for participants' compliance to the Tioga Pass Road Opening Plan. Mono County employees will be covered by current County workers compensation insurance.

4. The Roads and Trails Branch Chief, Gene Smith, has the responsibility to coordinate snow removal operations and work scheduling between NPS and Mono County crews.

B. The National Park Service will:

1. Provide Avalanche Training at no cost to Mono County Public Works Department.

ARTICLE IV – CONDITIONS OF AGREEMENT

1. The parties involved are prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation.
2. Mono County shall exercise snow removal operations subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this memorandum. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the memorandum.
3. If any provision of this memorandum shall be found to be invalid or unenforceable, the remainder of this memorandum shall not be affected and the other provisions of this memorandum shall be valid and be enforced to the fullest extent permitted by law.
4. Mono County Public Works Department Director is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this memorandum may result in the immediate suspension or revocation of the memorandum.
6. This memorandum may be revoked at the discretion of the Superintendent upon 24 hours' notice, or without notice if damage to resources or facilities is threatened or occurs, notwithstanding any other term or condition of the memorandum to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of Mono County, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Mono County in connection herewith, and Mono County hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. The person named or designee on the memorandum as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals with Mono County involved with snow removal operations on Tioga Road. Mono County will designate, in writing, an individual responsible that will be on-site during operations.
9. As a condition of acceptance of this memorandum by Mono County and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any

contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.”

10. Nothing herein contained shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
11. This memorandum may not be transferred or assigned without the prior written consent of the Superintendent.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between parties involved and the work being performed. They are:

1. **For the NPS:**

Palmer L. Jenkins
Superintendent
Yosemite National Park
P.O. Box 577
Yosemite, CA 95389
E-mail: chip_jenkins@nps.gov
Telephone: (209)372-0201
Facsimile: (209)372-0220

Ron Borne
Chief, Facilities Management
Yosemite National Park
P.O. Box 700
El Portal, CA 95318
E-mail: ron_borne@nps.gov
Telephone: (209)379-1063
Facsimile: (209)379-1066

Gene Smith
Roads and Trails Branch Chief
Yosemite National Park
P.O. Box 700
El Portal, CA 95318
E-mail: gene_smith@nps.gov
Telephone: (209) 379-1075
Facsimile: (209) 379-1143

2. **For Mono County Public Works Department:**

Jeff Walters
Director
Mono County Public Works
P.O. Box 457

Bridgeport, CA 93517
E-mail: jwalters@mono.ca.gov
Telephone: (760) 932-5440
Facsimile: (760) 932-5441

Communications – Mono County Public Works will address any communication regarding this Agreement to the key officials. Communications that relate solely to routine operational matters described in the current work plan may be sent to Gene Smith, Roads and Trails Branch Chief (209-379-1075).

Changes in Key Officials – Neither the NPS or the Mono County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI– PRIOR APPROVAL

A. N/A

ARTICLE VII – PROPERTY UTILIZATION

A. N/A

ARTICLE VIII– MODIFICATION AND TERMINATION

A. Only a written instrument executed by the parties may modify this Agreement.

Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE IX – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Public Information Release

1. Public Information

Yosemite National Park will provide information to the public regarding the project and the efforts of park partners in improving visitor services.

Article X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE MONO COUNTY PUBLIC WORKS DEPARTMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

Olmsted Point

February 25, 2017





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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Clerk-Recorder

TIME REQUIRED PUBLIC HEARING - 11:00 A.M. (15 minutes) **PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall, Clerk-Recorder

SUBJECT Public Hearing Regarding Resolution to Increase Recording Fees by \$1

AGENDA DESCRIPTION:

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

Public Hearing pursuant to Government Code section 66018(a) on proposed fee increase in the amount of \$1.00 for all recordable documents to offset cost of E-Recording program.

RECOMMENDED ACTION:

Conduct a Public Hearing regarding proposed fee increase of \$1.00 for all recordable documents. Following the public hearing, review and potentially adopt Resolution #R17-_____, imposing a fee increase in the amount of \$1.00 for each instrument that is recorded by the County.

FISCAL IMPACT:

The revenue generated by this fee increase will depend on the number of documents recorded each year and will be used to offset related costs.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Exhibit A

History

Time	Who	Approval
4/6/2017 11:02 AM	County Administrative Office	Yes
4/3/2017 4:54 PM	County Counsel	Yes
4/6/2017 8:23 AM	Finance	Yes



CLERK – RECORDER – REGISTRAR COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Shannon Kendall
Mono County Clerk/Recorder/Registrar
skendall@mono.ca.gov

Helen Nunn
Assistant Clerk/Recorder/Registrar
hunn@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall, Clerk-Recorder
Date: April 11, 2017

Subject:

Public Hearing pursuant to Government Code section 66018(a) on proposed fee increase in the amount of \$1.00 for all recordable documents to offset cost of E-Recording program.

Recommended Action

Conduct a Public Hearing regarding proposed fee increase of \$1.00 for all recordable documents. Following the public hearing, review and potentially adopt Resolution #R17-_____, imposing a fee increase in the amount of \$1.00 for each instrument that is recorded by the County.

Discussion

On March 15, 2016, the Board approved Resolution R16-25 authorizing the County's participation in the ERDS program, which included entrance into necessary MOUs with CeRTNA for both ERDS and G2G (two separate portals required to accept electronically transmitted documents); and the potential (future) imposition of a \$1.00 fee increase applicable to all recordable documents (pursuant to Government Code §27397), which authorizes a County Recorder to impose a fee in an amount up to and including \$1.00 for each instrument that is recorded by the County.

Thus, following today's public hearing, your Board is being asked to approve the proposed resolution implementing this \$1.00 fee increase, which is intended to offset ongoing costs of the E-Recording program. The Clerk-Recorder's office has been diligently working with CeRTNA to implement this program and is getting ready to complete the security audit. According to CeRTNA, we are hopefully within 90 days of being able to accept electronically transmitted documents for recording.

It is my desire to have the \$1 fee increase in place prior to that time to help offset ongoing costs. Money collected from this increase will be deposited into an electronic recording fund to be used for the sole purpose of paying costs directly related to the electronic recording of documents. We intend for this fee to apply to *all* recordable documents, electronic or otherwise, to keep the receipting process in the office consistent.

Fiscal Impact

The revenue generated by this fee increase will depend on the number of documents recorded each year and will be used to offset related costs.



RESOLUTION NO. R17-___

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IMPOSING A FEE INCREASE IN THE AMOUNT OF \$1.00 FOR EACH
INSTRUMENT THAT IS RECORDED BY THE COUNTY**

WHEREAS, California Assembly Bill 578 (AB 578) of 2004 authorizes a County Recorder to establish an Electronic Recording Delivery System for the recording of specified digitized and digital electronic records; and

WHEREAS, California Government Code §66016(b) authorizes the Mono County Board of Supervisors to implement new or increased fees by ordinance or resolution and §27397 authorizes a County Recorder to impose a fee for e-recording in an amount up to and including \$1.00 in addition to any existing fee for each instrument that is recorded by the County; and

WHEREAS, pursuant to Resolution No. R16-25, attached as Exhibit A and incorporated herein by reference, the Mono County Board of Supervisors approved the participation of Mono County in the Electronic Delivery System and authorized the Clerk-Recorder to bring the question of a \$1.00 increase to the recording fee under applicable law for Board consideration; and

WHEREAS, the Clerk-Recorder now requests authorization to charge an additional \$1.00 for each instrument that is recorded by the County pursuant to §27397; and

WHEREAS, pursuant to Government Code §66018(a), the Mono County Board of Supervisors held a duly-noticed public hearing on April 11, 2017, regarding the imposition of this fee increase;

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

SECTION ONE: The Clerk-Recorder or his or her designee is hereby authorized and directed to charge an additional \$1.00 for each instrument that is recorded by the County pursuant to Government Code §27397.

SECTION TWO: The Finance Director or his or her designee is hereby authorized and directed to add this fee to the County's published fee schedule.

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PASSED, APPROVED and ADOPTED this ____ day of _____, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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RESOLUTION NO. R16-__25

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7
**A RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS AUTHORIZING MONO COUNTY'S
PARTICIPATION IN AN ELECTRONIC RECORDING DELIVERY SYSTEM**

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WHEREAS, California Assembly Bill 578 (AB 578) of 2004 has been enacted to authorize a County Recorder to establish an Electronic Recording Delivery System for the recording of specified digitized and digital electronic records; and

11
WHEREAS, Said legislation requires a resolution from the County Board of Supervisors to authorize County participation in the Electronic Delivery System; and

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WHEREAS, Said legislation states that the County shall execute an agreement with the various authorized submitters who wish to submit documents electronically; and

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WHEREAS, California Government Code §27397 authorizes a County Recorder to impose a fee in an amount up to and including \$1.00 for each instrument that is recorded by the County; and

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WHEREAS, California Government Code §27397 authorizes a County Recorder to impose a fee upon any vendor seeking approval of software and other services as part of an Electronic Delivery System and upon any person seeking a Submitter Agreement; and

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WHEREAS, the California Attorney General has been delegated the authority and responsibility for establishing regulations and the regulation and oversight of the Electronic Recording Delivery System,

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

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SECTION 1. The Mono County Board of Supervisors approves the participation of Mono County in the Electronic Delivery Act of 2004.

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SECTION 2. The Mono County Board of Supervisors authorizes the Clerk-Recorder, or his designee, as agent to conduct all negotiations and execute and submit all documents which may be necessary for the participation of Mono County in the Electronic Recording Delivery System.

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SECTION 3. The Mono County Board of Supervisors authorizes the Clerk-Recorder, or his designee, to bring the question of a \$1.00 increase to the recording fee under applicable law back for discussion at a later meeting,

1 SECTION 4. The Mono County Board of Supervisors authorizes the Clerk-Recorder,
2 or his designee, as agent to impose a fee to be adopted by the Board of Supervisors upon
3 any vendor seeking approval of software and other services as part of an Electronic Delivery
4 System and upon any person seeking a Submitter Agreement.

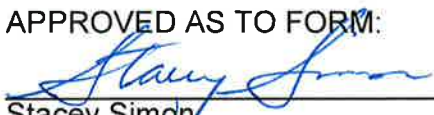
5 SECTION 5. The Mono County Board of Supervisors authorizes the Clerk-Recorder,
6 or his designee, as agent to issue payments to the California Attorney General through the
7 Department of Justice for Mono County's allocated share of the direct cost of program
8 oversight.

9 **PASSED, APPROVED and ADOPTED** this 15th day of March, 2016,
10 by the following vote, to wit:

11 **AYES:** Supervisors Alpers, Corless, Fesko, Johnston & Stump.
12 **NOES:** None.
13 **ABSENT:** None.
14 **ABSTAIN:** None.

15 
16 _____
17 Fred Stump, Chair
18 Mono County Board of Supervisors

19 **ATTEST:**
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21 _____
22 Clerk of the Board , Assistant

23 **APPROVED AS TO FORM:**
24 
25 _____
26 Stacey Simon
27 Acting County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: CAO, Human Resources, Finance

TIME REQUIRED 45 minutes (20 minute presentation;
25 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman

SUBJECT Memorandum of Understanding with
Deputy Sheriffs' Association and
Related Side Letters

AGENDA DESCRIPTION:

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

Proposed resolution approving Memorandum of Understanding with the Mono County Deputy Sheriffs' Association for January 1, 2017 through December 31, 2021. Proposed resolution approving Side Letters to Memorandum of Understanding.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-___, Adopting and approving a Memorandum of Understanding and Side Letters between the County and the Deputy Sheriff's Association.. Provide direction to staff.

FISCAL IMPACT:

This new agreement between the County and the DSA is for five years, retroactive back to January 1, 2017 and effective through December 31, 2021. Staff estimate that approval of this new agreement will cost the County approximately \$145,314 (or 6.10%) for 2017 (calendar year), \$85,523 (or 3.38%) for 2018, \$101,525 (or 3.88%) for 2019, \$99,211 (or 3.65%) for 2020 and \$103,791 (or 3.69%) for 2021. Salary increases are provided for January 1, 2017, 2018, 2019, 2020 and 2021. Overall, this agreement increases base pay, limits special pay items, includes cost sharing on health insurance benefits and decreases the County's long-term liability for compensated absences.

CONTACT NAME: Leslie Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Exhibit A to resolution
MCDSA MOU (2017-2021)
Exhibit B page
Side Letter 1
Side Letter 2
Side Letter 3
Side Letter 4
Side Letter 5

History

Time	Who	Approval
4/6/2017 10:59 AM	County Administrative Office	Yes
4/4/2017 5:20 PM	County Counsel	Yes
4/6/2017 1:35 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters
Director of Human Resources

To: Honorable Board of Supervisors
From: Dave Butters, Director of Human Resources
Date: April 11, 2017

Subject: Proposed resolution approving Memorandum of Understanding with the Mono County Deputy Sheriffs' Association for January 1, 2017 through December 31, 2021. Proposed resolution approving Side Letters to Memorandum of Understanding.

Recommendation:
Adopt the proposed resolution.

Fiscal Impact:
The fiscal impact is \$145,314 for 2017, \$85,582 for 2018, \$101,525 for 2019, \$99,211 for 2020, and \$103,791 for 2021. Proposed resolution approving Memorandum of Understanding with the Mono County Deputy Sheriffs' Association for January 1, 2017 through December 31, 2021. Proposed resolution approving Side Letters to Memorandum of Understanding.

Discussion:
Beginning in September 2016 the County and the Deputy Sheriff's Officers Association (DSA) began negotiations for a new Memorandum of Understanding (MOU) defining the terms and conditions of employment. These negotiations concluded in February 2017.

Subjects of these negotiations included reduction of long term unfunded liabilities such as sick leave, vacation, and comp time as well as adjustments to base pay to help with retention and recruitment of officers. Changes to the model for medical insurance premiums to help reduce County costs while providing employees with affordable coverage options. This tentative agreement is for a 5-year term (January 1, 2017 through December 31, 2021).

A tentative agreement was reached and DSA membership voted to approve the agreement in February 2017. This agreement was structured in a way to provide general direction and a framework for future negotiations with other County bargaining units.

Some of the highlights of this agreement are:

- A %5 market equity adjustment to base pay
- COLA adjustments in each year of the agreement
- Return to a 5 step pay progression model
- Employee retirement contribution changed from 16% to 12%
- Service credit for sick leave balance upon separation, sick leave buyout option terminated
- Holiday pay reduction from 10% to 7%
- Employee medical insurance contribution changed to 5% of PORAC or 20% of PERS Choice policy.
- Vantage Care account contribution for retiree medical costs

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R17-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
AND SIDE LETTERS
BETWEEN THE COUNTY AND THE DEPUTY SHERIFFS' ASSOCIATION**

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

WHEREAS, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the Mono County Deputy Sheriffs' Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, County and Association representatives additionally met, conferred, and reached mutually-acceptable terms for five side letters to the MOU, copies of which are attached hereto as Exhibit B and incorporated herein by this reference;

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2017 through December 31, 2021 – is hereby ratified, adopted and approved.

SECTION TWO: Five side letters to the MOU, copies of which are attached hereto as Exhibit B are hereby ratified, adopted and approved.

SECTION THREE: The terms and conditions of employment set forth in the MOU and side letters are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

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SECTION FOUR: The Mono County Personnel System, adopted in conjunction with the ratification of the January 1, 2014 through December 31, 2016 Memorandum of Understanding between the County and the Association are not affected hereby and shall remain in full force and effect.

PASSED, APPROVED and ADOPTED this 11th day of April, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Exhibit A
MCDSA MOU

MEMORANDUM OF
UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION



JANUARY 1, 2017 THROUGH DECEMBER 31, 2021

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF MONO AND
MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

JANUARY 1, 2017, THROUGH DECEMBER 31, 2021

ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding ("MOU") to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles in this MOU:

1. "Association" means the Mono County Deputy Sheriffs' Association ("MCDSA").
2. "Base rate of pay" means the employee's current step hourly rate of pay as identified in Appendix "A".
3. "County" means the County of Mono, California.
4. "Employee" refers to full-time employees covered by this MOU.
5. "MOU" means this Memorandum of Understanding between the Association and the County.
6. "Regular rate of pay" shall include the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
7. "Retiree" is a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described below.
8. "Post-retirement health beneficiary" means a Retiree, who for purposes of Article 15 of this MOU:
 - was hired prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
 - was hired after December 31, 1985, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- was hired after June 30, 1987, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
- was hired after December 31, 1995, and before May 1, 2001, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.

ARTICLE 2. TERM

This MOU shall be in effect from January 1, 2017, and shall remain in full force and effect through 12:00 midnight on December 31, 2021.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees in the peace officer bargaining unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, and Boating Safety Officer.

ARTICLE 4. NON-DISCRIMINATION

There shall be no unlawful discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. SALARY SCHEDULE

- A. The salary schedule shall consist of five (5) steps, each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases were frozen, either pursuant to a previously-adopted MOU and/or Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.
- B. Notwithstanding anything to the contrary in the Personnel Rules, all current employees as of the effective date of this MOU shall have their anniversary dates on July 1 for the purpose of advancement within the salary schedule.
- C. Employees are required to utilize direct deposit of their payroll checks.
- D. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

E. As soon as practical, the County will implement bi-weekly pay periods.

ARTICLE 6. SALARY

Effective January 1, 2017, all classifications shall receive an equity adjustment of five percent (5%).

Effective January 1, 2017, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2018, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2019, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2020, all classifications shall receive a cost of living adjustment of three percent (3%).

Effective January 1, 2021, all classifications shall receive a cost of living adjustment of three percent (3%).

ARTICLE 7. HOLIDAY PAY

In lieu of receiving holidays off employees shall receive holiday incentive pay in the amount of seven percent (7%) of their base rate of pay.

ARTICLE 8. LONGEVITY PAY

Longevity pay was discontinued effective January 2, 2012. Employees who were receiving longevity pay as of January 1, 2012, will continue to receive longevity pay, but the percentage amount of such pay shall be frozen and shall not increase.

ARTICLE 9. RETIREMENT

The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS").

Retirement Tier 1 – Safety Members hired before December 27, 2012, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee's contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired between December 27, 2012 and January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 55 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee's contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety

Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

ARTICLE 10. HEALTH INSURANCE

- A. Employees and their dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.
- B. "Health care benefits" means the medical, dental, and vision benefits provided to employees and their dependents by the County.
- C. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.

ARTICLE 11. DENTAL CARE PLAN

The County shall provide all employees and their dependents with the County dental plan. The current County dental care plan shall be the minimum base coverage.

ARTICLE 12. VISION CARE PLAN

The County shall provide all employees and their dependents a vision care plan. The current Vision Care Plan C shall be the minimum base coverage.

ARTICLE 13. CAFETERIA PLAN

Effective January 1, 2018, for employees enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PORAC premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Effective January 1, 2018, for employees not enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.

ARTICLE 14. RETIREE HEALTH SAVINGS ACCOUNT

The County shall implement ICMA VantageCare effective July 1, 2018, to provide a vehicle for retiree medical.

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.

The County shall contribute one percent (1%) of the employee's base rate of pay per pay period into their ICMA VantageCare account.

For all employees hired after May 1, 2001, the County shall contribute an additional two percent (2%) of the employee's base rate of pay per pay period into their ICMA VantageCare account.

The County shall pay the twenty-five dollars (\$25.00) administrative fee. The VantageCare account shall be available to employees upon separation of employment.

ARTICLE 15. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES

A. Post-Retirement Health Beneficiaries

1. Post-retirement health beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for active employees under Article 13. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
2. Post-retirement health beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the post-retirement health beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the post-retirement health beneficiary is enrolled. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. In the event a post-retirement health beneficiary and their dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.1.
4. Post-retirement health beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to employees in Article 10.

B. Retirees

Retirees hired on or after May 1, 2001, who enroll in CalPERS medical insurance, shall receive the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

ARTICLE 16. FITNESS FOR DUTY; PHYSICAL EXAMINATION

The Sheriff may require any employee to submit to examinations by County designated physicians to evaluate the employee's fitness for duty when there is a reasonable basis for believing that the employee may be unable to perform the essential functions of their job with or without reasonable accommodation and/or without posing an unreasonable risk to the health and safety of the employee or others. (See also Section 1014 of the current Mono County Sheriff's Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

ARTICLE 17. COURT TIME

Off-duty court time will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any off-duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

If an employee receives notice not to appear for a scheduled court appearance after the end of the employee's last previous work shift and before leaving to attend court, then the employee will receive one hundred dollars (\$100.00) for the court cancellation.

ARTICLE 18. CALL-IN

An employee who is called in to work outside of their normal work shift by the Sheriff's Office shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 19. ON-CALL PAY

When warranted and in the interest of County operations, the Sheriff may post "on-call" shifts. The Sheriff shall make available on-call shifts prior to the 15th of the month for the following month. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall administer the sign-up process with employees signing up for on-call shifts in order of hire date as a deputy on a voluntary basis. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall distribute the posted on-call calendar five (5) days prior to the end of the month. Employees who sign-up shall receive two (2) hours of CTO for an on-call shift. Employees who are on call shall be required to answer their phone and able to leave their residence within forty-five (45) minutes of the call.

For the purpose of this section an on-call shift will be up to a twelve (12) hour shift.

ARTICLE 20. OVERTIME PAY

Employees who work in excess of their regularly scheduled workday or shift, shall be compensated for overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. All paid time shall count as time worked for the purpose of calculating overtime. Overtime may be taken in cash or compensatory time off ("CTO") at the employee's discretion. CTO may not accrue in excess of two hundred (200) hours.

1. 40-hour workweek:

Employees assigned to a forty-hour (40) workweek shall be on a forty (40) hour, seven (7) day work period. All hours paid in excess of forty (40) hours in the seven (7) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

2. 84-hour work period:

Employees assigned to the 3/12-4/12 work schedule shall be on an eighty (80) hour, fourteen (14) day work period pursuant to section 7(k) of the Fair Labor Standards Act (29 USA § 207 (k)). All hours paid in excess of eighty (80) hours in the fourteen (14) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

3. Grant Overtime:

The Sheriff shall have the ability to designate additional overtime for grant-funded details that will be paid at one and one-half (1-1/2) times the employee's regular rate of pay, regardless of hours worked during the work period.

ARTICLE 21. UNIFORMS AND CLOTHING

Upon hire, each employee will be reimbursed up to twelve hundred dollars (\$1200.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each employee may request and, the County shall provide, a store credit of twelve hundred dollars (\$1200.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as

to whether the clothing is replaced or repaired shall be made by the Sheriff or designee.

ARTICLE 22. SAFETY EQUIPMENT

The County shall provide employees with the following equipment, and replace or repair such equipment when deemed necessary by the Sheriff's Office:

1. Hand gun and ammunition
2. Patrol Rifle and ammunition
3. Shotgun and ammunition
4. Taser and Taser holster
5. Holster
6. Sam Browne Belt and four keepers
7. Three hand gun magazines and magazine holder
8. Three Patrol Rifle magazines
9. Handcuffs and handcuff case
10. Radio and radio holder
11. Baton and baton holder
12. Pepper spray and pepper spray holder
13. Flashlight and flashlight holder
14. Body armor
15. Baseball cap
16. Winter knit cap
17. Winter jacket
18. Boot replacement or maintenance (\$350 Biennially)
19. Winter gloves
20. Goggles
21. Sunglasses (\$100 Annually)
22. Raincoat
23. Two jumpsuits

ARTICLE 23. VACATION LEAVE

A. Employees shall accrue vacation leave as follows:

Initial Employment	80 hours vacation per year
After 3 years' service	120 hours vacation per year
After 10 years' service	136 hours vacation per year
After 15 years' service	152 hours vacation per year
After 20 years' service	160 hours vacation per year

B. Commencing July 1, 2018, employees, who have vacation leave balances in excess of three hundred (300) hours annually on July 1, shall have those hours in excess of three hundred (300) hours converted to cash and deposited into the employee's ICMA VantageCare account.

ARTICLE 24. SICK LEAVE

A. Employees shall accrue 8 hours of sick leave per month of full-time service. Upon retirement, employees may convert unused sick leave to service credit with CalPERS. Sick leave shall have no cash value.

B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

ARTICLE 25. EDUCATIONAL INCENTIVE PAY

- A. Employees shall receive five percent (5.0%) of their base rate of pay for possession of an Intermediate POST Certificate.
- B. Employees shall receive seven and a half percent (7.5%) of their base rate of pay for possession of an Advanced or Supervisory POST Certificate.
- C. Employees shall receive two and a half percent (2.5%) of their base rate of pay for possession of a Bachelor's degree.

Educational pay shall be additive and not compounded.

ARTICLE 26. EDUCATIONAL INCENTIVE PROGRAM

- A. Employees who enroll in college courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall include tuition expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken from an accredited institution.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses.
 - (3) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or equivalent.

ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages as determined by the County shall receive three and a quarter percent (3.25%) of their base rate of pay.

ARTICLE 28. FIELD TRAINING OFFICER PAY

Employees assigned as a Field Training Officer (FTO) shall receive an additional five percent (5%) above their base rate of pay for all hours which they are actually training, and with approval of the FTO supervisor, to hours spent preparing for the upcoming FTO assignment.

ARTICLE 29. SERGEANT PAY FOR OFF-DUTY CALLS

A two-hour (2) minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by County dispatch or any on-duty County employee regarding County business that requires their immediate attention. If the sergeant is called more than once during the initial two-hour (2) period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article.

ARTICLE 30. ASSOCIATION RELEASE TIME

The Association President or designee shall have reasonable time off for association matters, with the approval of the Sheriff. Association release time is limited to one hundred and twenty

(120) hours annually. The President or designee shall give management two (2) weeks' notice prior to taking time off.

ARTICLE 31. TAKE-HOME VEHICLES

- A. To facilitate and enhance law enforcement services, and to the extent available, employees shall be assigned a vehicle. Employees must complete their FTO program and live within thirty (30) miles of the County line to take home their assigned vehicle. The taking of vehicles home is intended to serve the Department's operational purposes by enhancing the safety of the public and the deputies through quicker response times.
- B. Vehicles may be unassigned as part of a Performance Improvement Plan (PIP) or due to loss of driving privileges.
- C. Employees who are unable to perform patrol or response functions (including those on light or modified duty) may be prohibited from using their assigned vehicles. The Sheriff may send an employee to retrieve the vehicle or require the employee to park the vehicle at his or her residence until he or she returns to full duty.
- D. Vehicles may be taken away from an employee as a result of the disciplinary process.

ARTICLE 32. INVESTIGATION PAY

Employees assigned to investigations shall receive an additional five percent (5%) above their base rate of pay for all hours worked.

ARTICLE 33. SERGEANT QUALIFICATIONS

For vacancies in the classification of Sergeant the County will initially conduct an internal recruitment. If there are three (3) qualified internal candidates the County shall select from one (1) of the internal applicants. In the event there are not three (3) qualified internal candidates the County may conduct an external recruitment.

ARTICLE 34. MISCELLANEOUS

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

ARTICLE 35. SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

ARTICLE 36. SIGNATURES

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Memorandum of Understanding.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon
COUNTY COUNSEL

Michael Jarvis
ASSOCIATION NEGOTIATOR

APPENDIX "A"
SALARY SCHEDULE

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2014

POSITION TITLE	GRADE	STEPS								
		A	Aa	B	Bb	C	Cc	D	Dd	E
Deputy I <i>Monthly</i> <i>Hourly</i>	50	\$4,810.00	\$4,931.00	\$5,051.00	\$5,178.00	\$5,304.00	\$5,437.00	\$5,569.00	\$5,708.00	\$5,847.00
		\$27.7505	\$28.4486	\$29.1409	\$29.8737	\$30.6006	\$31.3679	\$32.1295	\$32.9314	\$33.7333
Deputy II or Investigator I <i>Monthly</i> <i>Hourly</i>	54	\$5,309.00	\$5,442.00	\$5,574.00	\$5,714.00	\$5,853.00	\$6,000.00	\$6,146.00	\$6,300.00	\$6,453.00
		\$30.6294	\$31.3968	\$32.1583	\$32.9660	\$33.7680	\$34.6161	\$35.4584	\$36.3469	\$37.2296
Investigator II <i>Monthly</i> <i>Hourly</i>	56	\$5,578.00	\$5,718.00	\$5,857.00	\$6,004.00	\$6,150.00	\$6,304.00	\$6,458.00	\$6,620.00	\$6,781.00
		\$32.1814	\$32.9891	\$33.7910	\$34.6391	\$35.4815	\$36.3699	\$37.2584	\$38.1930	\$39.1219
Sergeant <i>Monthly</i> <i>Hourly</i>	60	\$6,157.00	\$6,311.00	\$6,465.00	\$6,627.00	\$6,788.00	\$6,958.00	\$7,127.00	\$7,305.00	\$7,483.00
		\$35.5218	\$36.4103	\$37.2988	\$38.2334	\$39.1623	\$40.1431	\$41.1181	\$42.1450	\$43.1720
Sheriff Safety Officer (Boating) <i>Monthly</i> <i>Hourly</i>	53	\$4,213.00	\$4,319.00	\$4,424.00	\$4,535.00	\$4,645.00	\$4,761.00	\$4,877.00	\$4,999.00	\$5,121.00
		\$24.3062	\$24.9178	\$25.5236	\$26.1640	\$26.7986	\$27.4678	\$28.1371	\$28.8409	\$29.5448

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2017

Effective January 1, 2017, all classifications receive an equity adjustment of 5% and a COLA of 2%. Investigator positions are eliminated.

POSITION TITLE	GRADE	STEPS								
		A	Aa	B	Bb	C	Cc	D	Dd	E
Deputy I <i>Monthly</i> <i>Hourly</i>	50	\$5,147.00	\$5,276.00	\$5,405.00	\$5,540.00	\$5,675.00	\$5,818.00	\$5,959.00	\$6,108.00	\$6,256.00
		\$29.6948	\$30.4390	\$31.1833	\$31.9622	\$32.7410	\$33.5660	\$34.3795	\$35.2391	\$36.0930
Deputy II <i>Monthly</i> <i>Hourly</i>	54	\$5,681.00	\$5,823.00	\$5,964.00	\$6,114.00	\$6,263.00	\$6,420.00	\$6,576.00	\$6,741.00	\$6,905.00
		\$32.7756	\$33.5949	\$34.4084	\$35.2738	\$36.1334	\$37.0392	\$37.9392	\$38.8911	\$39.8373
Sergeant <i>Monthly</i> <i>Hourly</i>	60	\$6,588.00	\$6,753.00	\$6,918.00	\$7,091.00	\$7,263.00	\$7,445.00	\$7,626.00	\$7,816.00	\$8,007.00
		\$38.0084	\$38.9604	\$39.9123	\$40.9104	\$41.9027	\$42.9527	\$43.9970	\$45.0932	\$46.1951
Sheriff Safety Officer (Boating) <i>Monthly</i> <i>Hourly</i>	53	\$4,508.00	\$4,621.00	\$4,734.00	\$4,852.00	\$4,970.00	\$5,094.00	\$5,218.00	\$5,349.00	\$5,479.00
		\$26.0082	\$26.6601	\$27.3121	\$27.9928	\$28.6736	\$29.3890	\$30.1044	\$30.8602	\$31.6102

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33

APPENDIX "A"
SALARY SCHEDULE

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective July 1, 2017

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,147.00	\$5,405.00	\$5,675.00	\$5,959.00	\$6,256.00
<i>Bi-Weekly</i>		\$2,375.55	\$2,494.62	\$2,619.24	\$2,750.32	\$2,887.39
<i>Hourly</i>		\$29.6948	\$31.1833	\$32.7410	\$34.3795	\$36.0930
Deputy II	54					
<i>Monthly</i>		\$5,681.00	\$5,964.00	\$6,263.00	\$6,576.00	\$6,905.00
<i>Bi-Weekly</i>		\$2,622.01	\$2,752.62	\$2,890.63	\$3,035.09	\$3,186.93
<i>Hourly</i>		\$32.7756	\$34.4084	\$36.1334	\$37.9392	\$39.8373
Sergeant	60					
<i>Monthly</i>		\$6,588.00	\$6,918.00	\$7,263.00	\$7,626.00	\$8,007.00
<i>Bi-Weekly</i>		\$3,040.63	\$3,192.93	\$3,352.17	\$3,519.70	\$3,695.55
<i>Hourly</i>		\$38.0084	\$39.9123	\$41.9027	\$43.9970	\$46.1951
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,508.00	\$4,734.00	\$4,970.00	\$5,218.00	\$5,479.00
<i>Bi-Weekly</i>		\$2,080.62	\$2,184.93	\$2,293.85	\$2,408.32	\$2,528.78
<i>Hourly</i>		\$26.0082	\$27.3121	\$28.6736	\$30.1044	\$31.6102

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2018

Effective January 1, 2018, all classifications receive a COLA of 2%

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,250.00	\$5,513.00	\$5,789.00	\$6,078.00	\$6,381.00
<i>Bi-Weekly</i>		\$2,423.09	\$2,544.47	\$2,671.86	\$2,805.24	\$2,945.09
<i>Hourly</i>		\$30.2890	\$31.8064	\$33.3987	\$35.0661	\$36.8142
Deputy II	54					
<i>Monthly</i>		\$5,795.00	\$6,083.00	\$6,388.00	\$6,708.00	\$7,043.00
<i>Bi-Weekly</i>		\$2,674.62	\$2,807.55	\$2,948.32	\$3,096.01	\$3,250.63
<i>Hourly</i>		\$33.4333	\$35.0949	\$36.8546	\$38.7007	\$40.6335
Sergeant	60					
<i>Monthly</i>		\$6,720.00	\$7,056.00	\$7,408.00	\$7,779.00	\$8,167.00
<i>Bi-Weekly</i>		\$3,101.55	\$3,256.63	\$3,419.09	\$3,590.32	\$3,769.40
<i>Hourly</i>		\$38.7700	\$40.7085	\$42.7393	\$44.8797	\$47.1182
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,598.00	\$4,829.00	\$5,069.00	\$5,322.00	\$5,589.00
<i>Bi-Weekly</i>		\$2,122.16	\$2,228.78	\$2,339.55	\$2,456.32	\$2,579.55
<i>Hourly</i>		\$26.5274	\$27.8602	\$29.2448	\$30.7044	\$32.2449

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2019

Effective January 1, 2019, all classifications receive a COLA of 2%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,355.00	\$5,623.00	\$5,905.00	\$6,200.00	\$6,509.00
<i>Bi-Weekly</i>		\$2,471.55	\$2,595.24	\$2,725.39	\$2,861.55	\$3,004.16
<i>Hourly</i>		\$30.8948	\$32.4410	\$34.0680	\$35.7699	\$37.5526
Deputy II	54					
<i>Monthly</i>		\$5,911.00	\$6,205.00	\$6,516.00	\$6,842.00	\$7,184.00
<i>Bi-Weekly</i>		\$2,728.16	\$2,863.86	\$3,007.39	\$3,157.86	\$3,315.70
<i>Hourly</i>		\$34.1026	\$35.7988	\$37.5930	\$39.4738	\$41.4470
Sergeant	60					
<i>Monthly</i>		\$6,854.00	\$7,197.00	\$7,556.00	\$7,935.00	\$8,330.00
<i>Bi-Weekly</i>		\$3,163.40	\$3,321.70	\$3,487.40	\$3,662.32	\$3,844.63
<i>Hourly</i>		\$39.5431	\$41.5220	\$43.5931	\$45.7797	\$48.0586
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,690.00	\$4,926.00	\$5,170.00	\$5,428.00	\$5,701.00
<i>Bi-Weekly</i>		\$2,164.62	\$2,273.55	\$2,386.16	\$2,505.24	\$2,631.24
<i>Hourly</i>		\$27.0582	\$28.4198	\$29.8275	\$31.3160	\$32.8910

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33

APPENDIX "A"
SALARY SCHEDULE

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2020

Effective January 1, 2020, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,516.00	\$5,792.00	\$6,082.00	\$6,386.00	\$6,704.00
<i>Bi-Weekly</i>		\$2,545.85	\$2,673.24	\$2,807.09	\$2,947.39	\$3,094.16
<i>Hourly</i>		\$31.8237	\$33.4160	\$35.0891	\$36.8430	\$38.6777
Deputy II	54					
<i>Monthly</i>		\$6,088.00	\$6,391.00	\$6,711.00	\$7,047.00	\$7,400.00
<i>Bi-Weekly</i>		\$2,809.86	\$2,949.70	\$3,097.39	\$3,252.47	\$3,415.40
<i>Hourly</i>		\$35.1238	\$36.8719	\$38.7181	\$40.6566	\$42.6931
Sergeant	60					
<i>Monthly</i>		\$7,060.00	\$7,413.00	\$7,783.00	\$8,173.00	\$8,580.00
<i>Bi-Weekly</i>		\$3,258.47	\$3,421.40	\$3,592.17	\$3,772.17	\$3,960.01
<i>Hourly</i>		\$40.7316	\$42.7681	\$44.9028	\$47.1528	\$49.5010
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,831.00	\$5,074.00	\$5,325.00	\$5,591.00	\$5,872.00
<i>Bi-Weekly</i>		\$2,229.70	\$2,341.85	\$2,457.70	\$2,580.47	\$2,710.16
<i>Hourly</i>		\$27.8717	\$29.2736	\$30.7217	\$32.2564	\$33.8776

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2021

Effective January 1, 2021, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,681.00	\$5,966.00	\$6,264.00	\$6,578.00	\$6,905.00
<i>Bi-Weekly</i>		\$2,622.01	\$2,753.55	\$2,891.09	\$3,036.01	\$3,186.93
<i>Hourly</i>		\$32.7756	\$34.4199	\$36.1392	\$37.9507	\$39.8373
Deputy II	54					
<i>Monthly</i>		\$6,271.00	\$6,583.00	\$6,912.00	\$7,258.00	\$7,622.00
<i>Bi-Weekly</i>		\$2,894.32	\$3,038.32	\$3,190.16	\$3,349.86	\$3,517.86
<i>Hourly</i>		\$36.1795	\$37.9796	\$39.8777	\$41.8739	\$43.9739
Sergeant	60					
<i>Monthly</i>		\$7,272.00	\$7,635.00	\$8,016.00	\$8,418.00	\$8,837.00
<i>Bi-Weekly</i>		\$3,356.32	\$3,523.86	\$3,699.70	\$3,885.24	\$4,078.63
<i>Hourly</i>		\$41.9547	\$44.0489	\$46.2470	\$48.5663	\$50.9837
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$4,976.00	\$5,226.00	\$5,485.00	\$5,759.00	\$6,048.00
<i>Bi-Weekly</i>		\$2,296.62	\$2,412.01	\$2,531.55	\$2,658.01	\$2,791.39
<i>Hourly</i>		\$28.7082	\$30.1506	\$31.6448	\$33.2256	\$34.8930

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33

Exhibit B
Side Letters

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Article 13 below shall remain in effect from January 1, 2017 through June 30, 2018.

ARTICLE 13. CAFETERIA PLAN

Upon implementation of this MOU (or as soon as reasonably practicable) and thereafter, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below, which shall be contributed by the employee:

	Employee Contribution
One-Party	\$25.00/month
Two-Party:	\$50.00/month
Family:	\$100.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution.

A. With respect to any part-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the amount that a full-time employee would receive under Section A of this Article 13 (based on applicable residency and coverage tier), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No payment at all)
5 - .74 FTE:	50% of the applicable FTE amount
75 FTE - .9 FTE:	75% of the applicable FTE amount

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee).

Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after MOU ratification, or who transfers to such a position after MOU ratification; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

EXCEPTION: Notwithstanding the foregoing, any Boating Safety Officer employee shall only be entitled to COUNTY Cafeteria Plan contributions under this Article 13 during those seasonal months in which he or she actually performs boating safety work for the COUNTY.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of April, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Due to the impact of the salary freezes and time with the County, the County and the Association have agreed to advance Cory Custer from Step B to Step C effective January 1, 2017.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ___ day of April, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

The Association and the County are interested in ensuring that employee contributions are made on a pre-tax basis and that the contributions are placed into the employee's account with CalPERS. As soon as administratively possible, the County shall contact CalPERS to administer an election for the CalPERS cost share contract amendment to convert the employee's contribution to twelve percent (12%).

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ____ day of April, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

The County and the Association have agreed to eliminate the cash value of sick leave and convert all existing balances to be used as sick leave or to be used upon retirement for sick leave service credit with CalPERS.

The County and the Association have agreed to create a new sick leave bank (Sick-A) for Tim Minder, Gary Williams, Richard Hahn and Jeff Beard and to move all of their existing sick leave to Sick-A. Upon retirement, Minder, Williams, Hahn and Beard may move any sick leave accrued from the date of this side letter into Sick-A and cash out all sick leave in Sick-A to a maximum of 960 hours, at their regular rate of pay.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this _____ day of April, 2017.

STACY CORLESS, CHAIR
Mono County Board of Supervisors

MARK HANSEN, PRESIDENT
Mono County Deputy Sheriffs' Association

DAN CASABIAN, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Approved as to Form:

Stacey Simon, County Counsel

Michael Jarvis, Association Negotiator

**Side Letter
between
Mono County
and the
Mono County Deputy Sheriffs' Association (DSA)**

Article 14 below shall remain in effect from January 1, 2017 through June 30, 2017.

ARTICLE 14. 401(a) PLAN.

Any covered employee hired on or after May 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered employee who was hired prior to May 1, 2001, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 16.

COUNTY shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. COUNTY shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article 15 equal to the amount contributed by that employee from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the employee's pre-tax salary.

Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth more fully below.

The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%

4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

In addition to and notwithstanding the foregoing, employee' options for withdrawing, "rolling over," and otherwise using account money - and the tax consequences of such withdrawals and use – shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Side Letter this ___ day of April, 2017.

 STACY CORLESS, CHAIR
 Mono County Board of Supervisors

 MARK HANSEN, PRESIDENT
 Mono County Deputy Sheriffs' Association

 DAN CASABIAN, VICE PRESIDENT
 Mono County Deputy Sheriffs' 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 April 11, 2017

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: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

TIME REQUIRED

SUBJECT Closed Session - Real Property
Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

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: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnnun@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
4/6/2017 3:52 PM	County Administrative Office	Yes
4/7/2017 8:33 AM	County Counsel	Yes
4/7/2017 8:34 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

TIME REQUIRED

SUBJECT Closed Session - Initiation of
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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
4/6/2017 3:53 PM	County Administrative Office	Yes
4/6/2017 4:14 PM	County Counsel	Yes
4/7/2017 8:33 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: County Counsel

TIME REQUIRED PUBLIC HEARING 1:00 P.M. (30 minutes)

PERSONS APPEARING BEFORE THE BOARD Stacey Simon

SUBJECT Public Hearing and County Election to Serve as Groundwater Sustainability Agency

AGENDA DESCRIPTION:

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

Public hearing regarding determination by Mono County to become a Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) for those portions of the Owens Valley Groundwater Basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District. Provide any desired direction to staff.

RECOMMENDED ACTION:

1. Conduct public hearing and potentially adopt Resolution R17-___, electing to serve as the Groundwater Sustainability Agency for portions of the Owens Valley Groundwater Basin within Mono County that are not within the boundaries of the Tri-Valley Groundwater Management District. Alternatively, direct staff to notify the State that the County is unwilling or unable to serve. 2. Discuss possibility of formation of Joint Powers Agency with one or more local agencies in the basin that are eligible to serve as groundwater sustainability agencies under the SGMA, or other local coordination regarding the development of a groundwater sustainability plan and direct staff regarding communications with some or all of those agencies. 3. Provide any other desired direction to staff. Focus Area(s) Met: Economic Base, Infrastructure, Public Safety, and Environmental Sustainability.

FISCAL IMPACT:

See staff report for information.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: (760) 924-1704 / ssimon@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Map Mono GSA
Map Mono and TVGSA
Resolution
SWRCB Fees
Materials from Inyo County
Eligible agency list

History

Time	Who	Approval
4/6/2017 3:44 PM	County Administrative Office	Yes
3/30/2017 2:17 PM	County Counsel	Yes
4/4/2017 11:37 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen

**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: Stacey Simon, Wendy Sugimura, Michael Draper

Date: April 11, 2017

Re: Election to serve as groundwater sustainability agency

Recommended Action

1. Conduct public hearing and potentially adopt Resolution R17-___, electing to serve as the Groundwater Sustainability Agency for portions of the Owens Valley Groundwater Basin within Mono County that are not within the boundaries of the Tri-Valley Groundwater Management District. Alternatively, direct staff to notify the State that the County is unwilling or unable to serve.
2. Discuss possibility of formation of Joint Powers Agency with one or more local agencies in the basin that are eligible to serve as groundwater sustainability agencies under the SGMA, or other local coordination regarding the development of a groundwater sustainability plan and direct staff regarding communications with some or all of those agencies.
3. Provide any other desired direction to staff.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

The fiscal impact associated with serving as groundwater sustainability agency (GSA) for the specified areas is unknown at this time. Activities required of a GSA include the development (alone or together with other local agencies) of a groundwater sustainability plan (GSP) for the basin by June 30, 2022, and the implementation, management and enforcement of that GSP over time. State funds may be available to cover some of these costs (via a competitive grant

process). Additionally, in the longer-term fees or assessments could be imposed, in accordance with State law, to cover program costs. Finally, there are costs associated with staff time to perform the work and publication and mailing costs associated with providing notices as required by SGMA.

Discussion

1. Election to serve as Groundwater Sustainability Agency

The Sustainable Groundwater Management Act of 2014 (SGMA) requires the State Department of Water Resources (DWR) to rank each groundwater basin in California as a high, medium, or low priority basin based on a variety of factors including irrigated acreage, number of wells, overlying population, and others. The Owens Valley Groundwater Basin (which underlies the Tri-Valley and Swall Meadows regions in Mono County and extends south into Inyo County) has been ranked a medium priority basin by DWR. No other basin in Mono County has been ranked above low priority.

For any basin ranked medium or higher by DWR, an eligible local agency or combination of local agencies must, by June 30, 2017, notify the State of their intention to serve as the groundwater sustainability agency for the basin (or portion of the basin, as applicable). If this does not occur by the specified deadline, then the basin may be designated as probationary and, after notice, time to correct and a public hearing, the State can assume responsibility for groundwater management in the basin (or for those portions of the basin where no GSA has elected to serve). If this occurs, the State would impose fees on local groundwater users to cover its costs. The State has published a draft fee schedule listing the proposed fees, which is included as an attachment to this staff report.

On March 15, 2017, the Mono County Tri-Valley Groundwater Management District (the "District") adopted a resolution declaring its intention to serve as the GSA for those portions of the Owens Valley Groundwater Basin that are within its statutory boundaries and directed staff to file all necessary paperwork with DWR. County staff (as staff to the District) has now submitted the requisite paperwork. The County of Inyo and the City of Bishop have also recently submitted paperwork indicating their intent to serve as GSA for those portions of the basin that underlie their respective jurisdictional boundaries.

While there have been discussions among eligible local agencies from Inyo and Mono Counties regarding the possibility of joining together to form a joint powers agency (JPA) to serve as a single, unified GSA for the basin, it does not appear that such is possible by the June 30 deadline. As such, for any areas within Mono County where no other local agency has elected to serve (i.e., Swall Meadows, portions of Fish Slough and possibly other small areas surrounding

the Tri-Valley Groundwater Management District's boundaries), Mono County must notify DWR of its intention to serve (or opt out) by the June 30 deadline.

This item is on your agenda for consideration of whether the County should serve as the GSA for those areas of the Owens Valley Groundwater Basin that are within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District (as depicted in the attached map). The proposed resolution would make that election, and would direct staff to file the necessary paperwork with DWR and take other actions required of a GSA under SGMA.

It is important to note that the making of this election now does not preclude the County from later entering into a JPA with other local agencies to create a unified GSA, nor does it preclude the County (as a separate GSA) from collaborating with other GSAs to develop a single groundwater sustainability plan (GSP) for the entire basin. It does, however, prevent the basin from being placed on probationary status and, therefore, also avoids State intervention in groundwater management in the County at this time.

2. Possible formation of a Joint Powers Agency to serve as GSA

This item also provides an opportunity for Board discussion regarding the possibility of cooperating (through JPA or otherwise) with other eligible local agencies and interested parties in the development of a unified GSA. Inyo County's proposal regarding the formation of a JPA which would serve as the GSA for the entire basin is attached. Inyo has requested a response to its proposal by April 10th. Staff has sent a preliminary note in response indicating your Board's meeting schedule precluded response by the 10th, but that specific information would be provided following today's meeting.

Issues within Inyo's proposal which the Board may wish to consider and/or respond to, include:

1. Inyo's proposal would allocate voting power among JPA members based in part on the financial contributions of up to 13 eligible agencies (ten of which are Inyo county agencies).

Mono County may wish to suggest a mechanism to preserve voting authority over decisions that affect its constituents and jurisdiction. For example, SGMA allows for the creation of separate "management areas" within a groundwater basin. It may be possible to create management areas for the portions of the basin within Swall Meadows and Tri-Valley and provide in the JPA for enhanced voting power for Mono County as to decisions that impact the Swall region and enhanced voting power for the Tri-Valley Groundwater Management District as to decisions that impact the Tri-Valley region.

2. Inyo's proposal suggests that each member of the JPA pay an equal share of the costs of the GSA (i.e., 1/13) but provides for members who pay additional amounts to have additional votes (out of a total of 52) and for members who do not contribute to have two votes.

Mono County may wish to suggest that costs be allocated based on the cost associated with managing each region covered by the GSA/GSP, as determined through a fee study or analogous method. In this manner, payments by Mono water users would align with the costs of the GSA in managing and regulating their use.

3. There are ten different public entities eligible to serve as GSAs within Inyo County, as well as LADWP, Tribal, non-governmental, and other entities who appear to have strong interests in the application of SGMA within Inyo County. These entities have already expressed strong, and at times conflicting, views about the formation of the GSA and groundwater management in Inyo County. While there may also be disagreements and conflicting views among eligible agencies and stakeholders in Mono County, those issues have not yet manifested.

If it were to enter into a JPA with Inyo County and others, Mono County (and the Tri-Valley Groundwater Management District) may wish to consider ways to isolate themselves from water management and political questions which are unique to Inyo County.




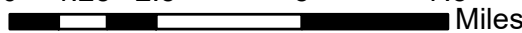
If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417 or call Wendy Sugimura at 760-924-1814.

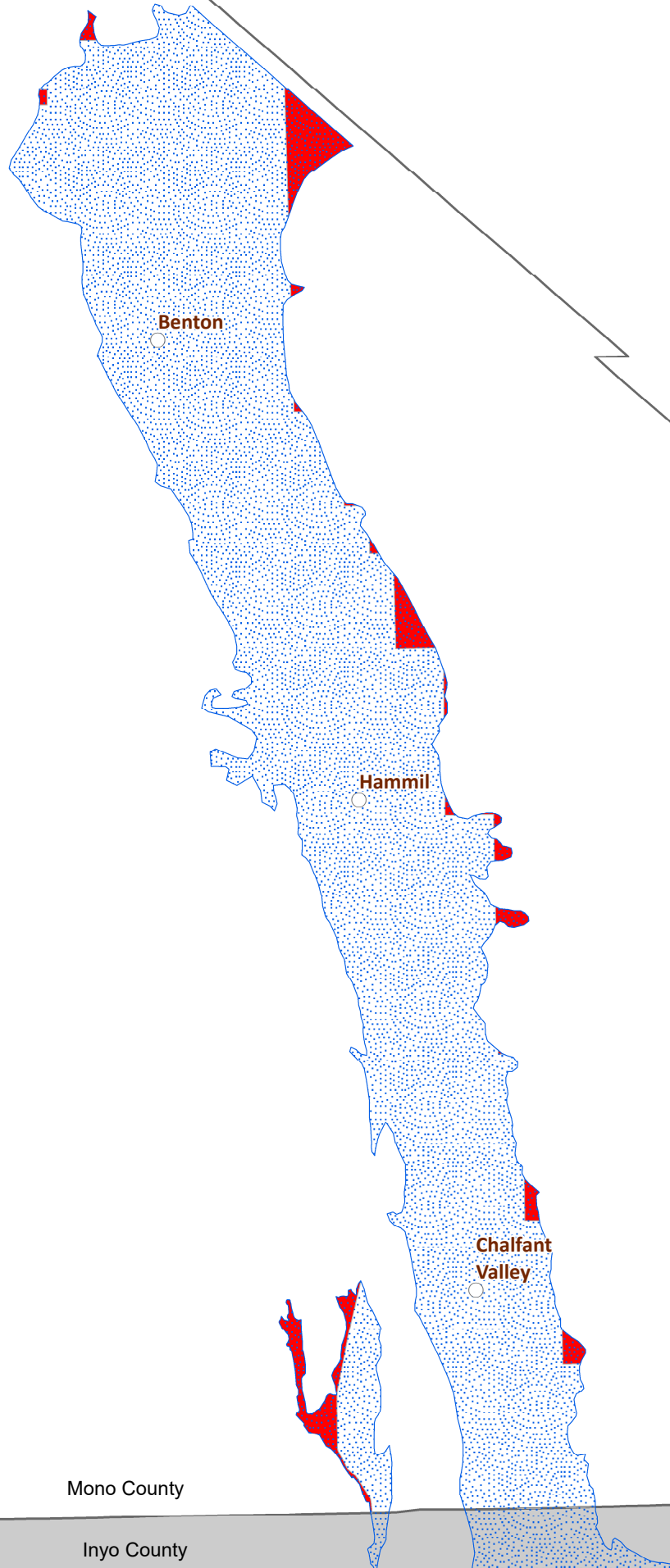
Encl.

- Proposed resolution
- Maps depicting GSA area
- Regulation for State-adopted fees for groundwater management
- Correspondence from Inyo County regarding possible JPA structure
- List of local agencies eligible to serve as GSAs in the basin

Mono County GSA

Legend

-  Mono County GSA
 -  Owens Valley Groundwater Basin
 -  Mono County Boundary
- 0 1.25 2.5 5 7.5 Miles
- 



Toms Place
Aspen Springs

Swall Meadows
Paradise

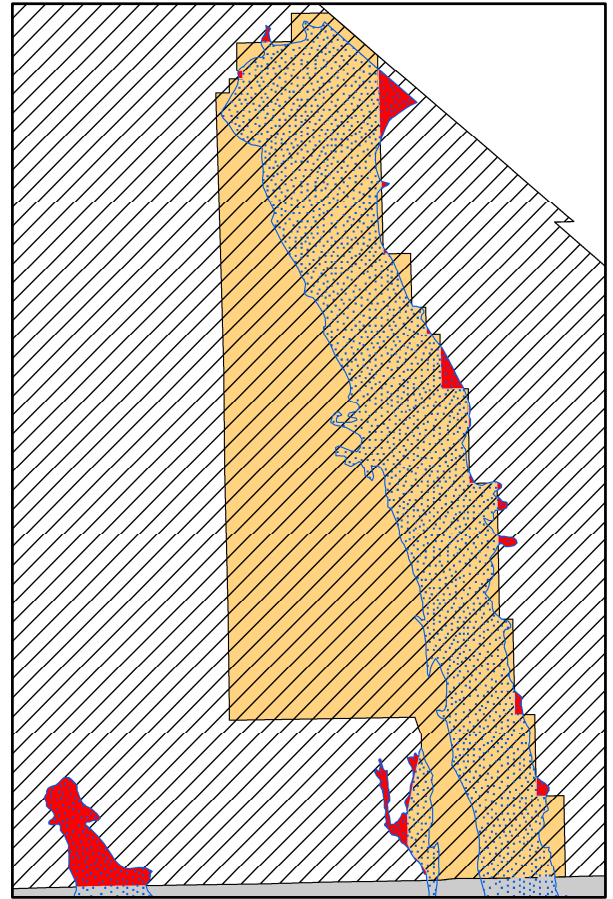
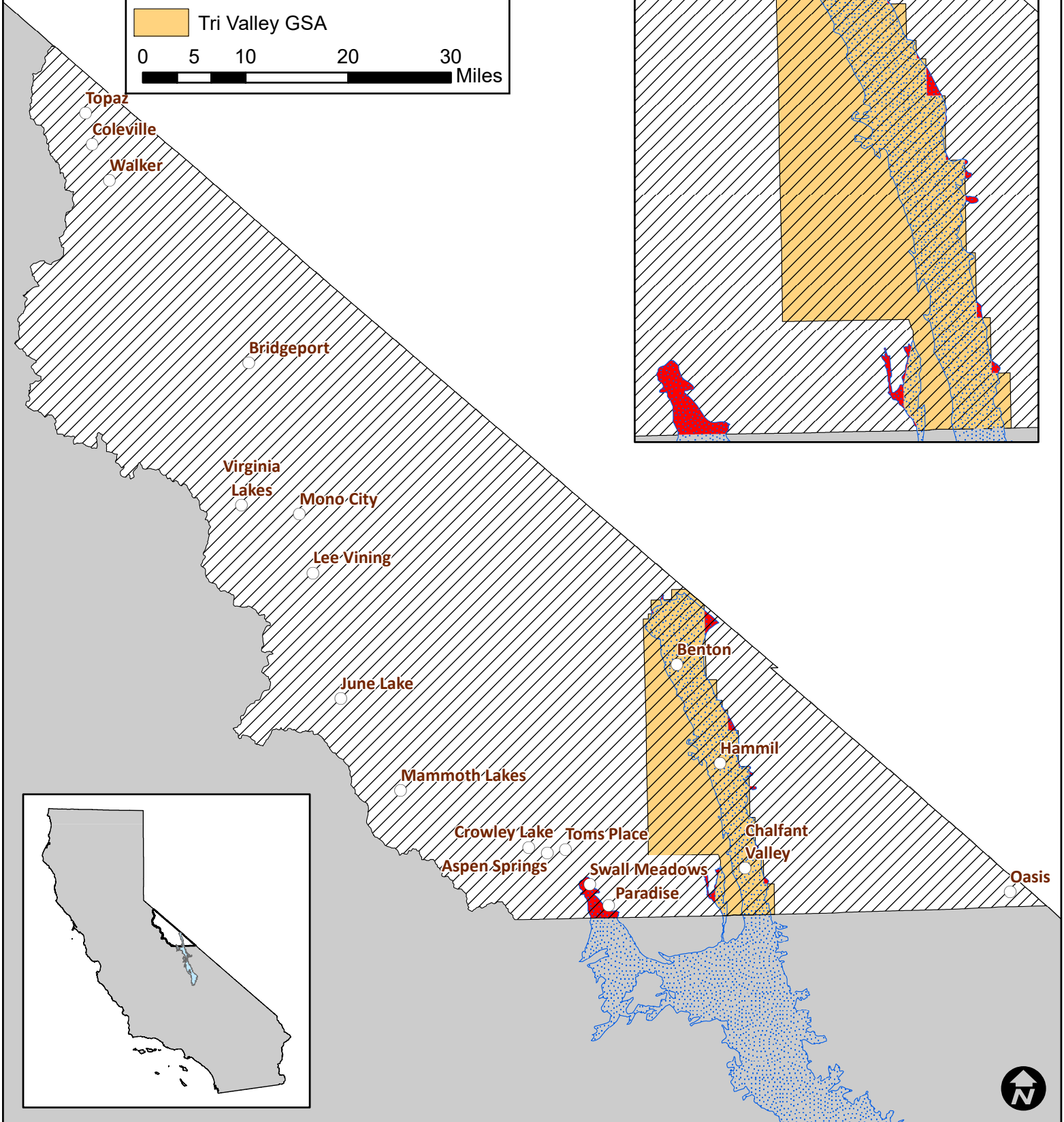
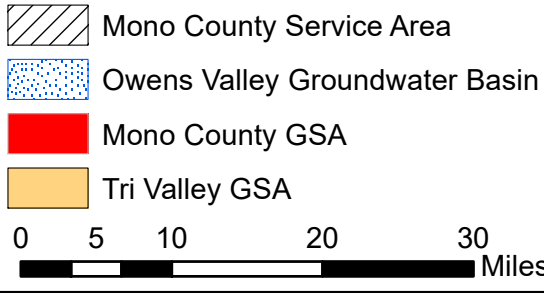
Mono County

Inyo County



Mono County Service Area and GSA

Legend





R17-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ELECTING TO BECOME THE GROUNDWATER
SUSTAINABILITY AGENCY FOR ALL PORTIONS OF THE
OWENS VALLEY GROUNDWATER BASIN LOCATED
WITHIN THE COUNTY'S JURISDICTION BUT OUTSIDE
OF THE STATUTORY BOUNDARIES OF
THE TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT**

WHEREAS, the County of Mono (the "County") is a local agency with water management and land use responsibilities within the meaning of California Water Code section 10721 (part of the Sustainable Groundwater Management Act of 2014 (SGMA)) and is eligible to serve as a Groundwater Sustainability Agency (GSA) under section 10723 of the Act; and

WHEREAS, the County overlies portions of the Owens Valley Groundwater Basin, delineated in the Department of Water Resources' (DWR) Bulletin 118 as Basin Number 6-012.01, and designated as a medium priority basin (the "Basin"); and

WHEREAS, SGMA provides that local agencies elect to serve as Groundwater Sustainability Agencies (GSA) by June 30, 2017, and that they prepare a groundwater sustainability plan (GSP) for medium priority basins by June 30, 2022; and

WHEREAS, the Board of Supervisors held a public hearing on April 11, 2017 and received public and staff input into its decision whether to become a GSA under SGMA for those portions of the Owens Valley Groundwater Basin that underlie the County but are not within the boundaries of the TVGMD; and

WHEREAS, notice of the hearing was published twice in two newspapers of general circulation within the County of Mono in accordance with Government Code section 6066 and Water Code section 10723(b); and

WHEREAS, having considered all public comment and input received, the Mono County Board of Supervisors wishes to declare its intent to serve as the GSA for those portions of the Owens Valley Groundwater Basin within the County which are not within the boundaries of the Tri-Valley Groundwater Management District;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that, in accordance with California Water Code section 10723, Mono County hereby declares its intention to serve as the GSA for those portions of the Owens Valley Groundwater Basin, Basin

1 Number 6-012.01 (as delineated in Bulletin 118, 2003 update) within Mono County, but outside
2 of the statutory boundaries of the Tri-Valley Groundwater Management District.

3 **BE IT FURTHER RESOLVED** that within thirty days of adoption of this resolution,
4 staff is directed to file with the Department of Water Resources such documentation (including
5 the information set forth in Water Code section 10723.8 and a copy of this resolution) as is
6 necessary to inform the Department of the County's election.

7 **BE IT FURTHER RESOLVED** that County staff shall create and maintain a list of
8 persons interested in receiving notices regarding groundwater sustainability plan preparation,
9 meeting announcements, notices of availability of draft plans, maps, and other relevant
10 documents, as required by Water Code section 10723.4, together with a list of beneficial users of
11 water within the basin (as defined in Water Code section 10723.2), for the provision of notice of
12 future meetings or actions of the GSA.

13 **BE IT FURTHER RESOLVED** that the County remains committed to working with its
14 partner local agencies including, but not limited to, the Tri-Valley Groundwater Management
15 District, the Wheeler Crest Community Services District, the County of Inyo, City of Bishop and
16 others to achieve sustainable groundwater management for the Owens Valley Groundwater
17 Basin in a manner that preserves local control and minimizes adverse impacts to current
18 groundwater users.

19 **PASSED, APPROVED and ADOPTED** this 11th day of April, 2017, by the following
20 vote, to wit:

21 **AYES:**
22 **NOES:**
23 **ABSENT:**
24 **ABSTAIN:**

25 _____
26 Stacy Corless, Chair
27 Mono County Board of Supervisors

28 ATTEST:

29 APPROVED AS TO FORM:

30 _____
31 Clerk of the Board

32 _____
County Counsel

California Code of Regulations

Title 23. Division #. Chapter #. State Intervention Fees

Article #. Fees.

Section XXXX. Definitions.

- (a) "Accuracy" means the measured volume relative to the actual volume, expressed as a percent. The percent shall be calculated as $100 \times (\text{measured value} - \text{actual value}) / \text{actual value}$.
 - (1) "Measured value" is the value indicated by the device or measurement method or determined through calculations, such as flow rate combined with duration of flow.
 - (2) "Actual value" is the value as determined through laboratory, design, or field testing protocols.
- (b) "Agency" means a groundwater sustainability agency as defined in Water Code section 10721(j).
- (c) "Board" means the State Water Resources Control Board
- (d) "Calibration" means the process used to check or adjust the accuracy of a meter following relevant industry established protocols.
- (e) "De minimis extractor" has the same meaning as defined in Water Code section 10721.
- (f) "Meter" means a device that measures groundwater extractions and that meets the requirements of section XXX.3.
- (g) "Qualified individual" means one of the following:
 - (1) A California-registered Professional Engineer or Professional Geologist.
 - (2) A California-licensed contractor authorized by the State License Board for C- 57 well drilling or C-61 Limited Specialty/D-21 Machinery and Pumps.
 - (3) A person under the supervision of a California-registered Professional Engineer or Professional Geologist and employed to install, operate, and maintain water measurement and reporting devices or methods.
 - (4) The manufacturer of the device or a representative of the manufacturer.
- (h) "Report" means a report of groundwater extraction as required by Water Code section 5202, prepared on a form provided by the board and including the information required by Water Code section 5203.
- (i) "Water year" has the same meaning as defined in Water Code section 10721.

Section XXXX.1 Annual Fee Schedule.

Except as provided in section XXX.1, any person required to file a report shall submit to the board an annual fee in accordance with the following schedule:

- (a) For persons required to file a report pursuant to Water Code section 5202(a)(2) who are not required to file a report pursuant to Water Code section 5202(a)(1):
 - (1) The annual fee is \$300 per well plus one of the following volumetric charges:

- (A) \$10 per acre-foot of groundwater extracted during the preceding water year if the person uses a meter to measure groundwater extractions and certifies on a form provided by the Board that the measurements were made using a meter.
 - (B) \$25 per acre-foot of groundwater extracted during the preceding water year if the person does not use a meter to measure groundwater extractions or fails to certify on a form provided by the Board that the measurements were made using a meter.
- (2) For persons extracting groundwater in an area that becomes part of an agency's management area during the water year and is within an agency's management area as of September 30, volumetric charges required by section XXXX.1(a)(1) will be based on the volume of groundwater the person extracted during the portion of the preceding water year when the area was not within the management area of an agency.
 - (3) For persons extracting groundwater in an area that is not within the management area of an agency as of September 30, the volumetric charges required by section XXXX.1(a) will be based on the volume of groundwater the person extracted during the entire water year.
- (b) For persons required to file a report pursuant to Water Code section 5202(a)(1):
 - (1) The annual fee is \$300 per well plus a volumetric charge of \$40 per acre-foot of groundwater extracted during the preceding reporting period, except that for de minimis extractors required to file a report, the annual fee is \$100 per well.
 - (2) For persons extracting groundwater in a basin where the board has determined pursuant to Water Code Section 10735.4(c) or 10735.6(b) that the deficiencies resulting in the probationary designation have not been remedied, an additional volumetric charge of \$15 per acre-foot of groundwater extracted during the preceding reporting period shall apply to the fee required by subdivision (b)(1).
 - (c) For persons required to file a report pursuant to Water Code section 5202 who fail to file the report by December 15, the annual fee shall include an additional charge of 25% of the annual fee described in subsections (a) and (b), plus 25% of the annual fee described in subsections (a) and (b) for each 30-day period after December 15 in which the report has not been filed. In no case shall the additional charge exceed three times the annual fee described in subsections (a) and (b).

Section XXXX.2 Exceptions.

The following exceptions to section XXX.1 applies for annual fees for the water year ending September 30, 2017, for which the annual fee will be one of the following:

- (a) For persons extracting groundwater in an area that is within the management area of an agency by September 30, 2017, the annual fee is waived.
- (b) For persons not subject to subdivision (a)(1), the annual fee is \$300 per well with no additional volumetric charge.
- (c) For persons who fail to file a report by December 15, 2017, the annual fee shall include an additional charge of \$100, plus \$100 for each 30-day period after December 15, 2017 in which the report has not been filed. In no case shall the additional charge exceed \$1,200.

Section XXXX.3 Meters

- (a) A measurement device must be all of the following to be a "meter" used to measure groundwater extractions from the well for purposes of Section XXX.1:

- (1) Equipped with a totalizer that records the total volume of groundwater extracted from the well.
 - (2) Permanently attached to the well discharge pipe between the point of extraction and the point of delivery for beneficial use.
 - (3) Calibrated to be accurate to within \pm five (5) percent by volume. The calibration must be conducted by a qualified individual upon installation and at least once every five years thereafter, or more frequently if necessary to ensure accuracy is maintained.
 - (4) Installed, maintained, operated, inspected, and monitored to ensure the accuracy requirement of subdivision (3).
 - (5) Installed in a manner such that it is readily accessible for reading, inspection, testing, repair and replacement.
 - (6) Reasonably accessible and available for inspection by an authorized representative of the board upon request.
- (b) The board may conduct a field inspection or request additional information from the extractor to determine if a meter is properly installed and meets the requirements of this section. Failure to provide reasonable access for an inspection or to provide records of calibration by a qualified individual upon request by the board is a sufficient basis for the board to determine that a meter has not been used to measure groundwater extractions for purposes of section xxx.1.

Section XXXX.4 Enforcement.

- (a) Failure to pay the annual fee is a violation of this regulation.
- (b) Submitting any information related to measurement methods or extraction volumes that is found to be materially false by the board is punishable by a fine of up to one thousand dollars (\$1,000) or by imprisonment in the county jail for up to six months, or both, and a civil liability for up to twenty-five thousand dollars (\$25,000), plus one thousand dollars (\$1,000) for each day on which the violation occurs. Fine and civil liability for the violation are in addition to, and do not supersede or limit, any other remedies, civil or criminal.

Authority: Water Code sections 1529.5, 1530, 5107, 5208, and 10736(d)(3).

References: Water Code sections 5202, 5202(a)(1), 5202(a)(2), 5203, 5203(e), 10735.4, and 10735.6



COUNTY OF INYO

ADMINISTRATOR'S OFFICE

KEVIN D. CARUNCHIO
COUNTY ADMINISTRATIVE OFFICER



March 13, 2017

RECEIVED

Board of Supervisors
C/O Clerk of the Board
P. O. Box 715
Bridgeport, CA 93517

MAR 21 2017

OFFICE OF THE CLERK

SUBJECT: GROUNDWATER SUSTAINABILITY AGENCY FORMATION FOR THE OWENS VALLEY
GROUNDWATER BASIN

Dear Board of Supervisors:

On February 21, 2017, the Inyo County Board of Supervisors, took three actions relative to the formation of a Groundwater Sustainability Agency for the Owens Valley Groundwater Basin (see attached Board Order). We are sending you this letter because, like the County of Inyo, Mono County is an Eligible Local Agency under the State's Sustainable Groundwater Management Act. As such, Mono County can take actions similar to the County relative to GSA formation and, therefore, you may be interested in the County's actions, including its proposal for forming a multi-agency Groundwater Sustainability Agency through the structure of a Joint Powers Authority.

First, the Board directed staff to proceed with the steps necessary for the County of Inyo to file to become the GSA for the portion of the Owens Valley Groundwater Basin located in Inyo County, including holding the required public hearing on March 21, 2017. This action is intended to provide a backstop and alleviate local concerns of State intervention if at least one GSA is not established in the Inyo County portion of the Owens Valley Groundwater Basin by the statutory deadline of June 30, 2017. While the County's action affords Mono County the ability to consider taking "no action" relative to GSA formation without fear of State intervention, we hope that as an Eligible Local Agency, Mono County will consider taking action to become part of a multi-agency GSA Joint Powers Authority as described below. However, conversely, if Mono County also chooses to file to become a GSA, the County wants to coordinate our respective actions to ensure that there is no overlap in our respectively proposed GSA boundaries.

The Board of Supervisors also took steps to clearly establish Inyo County's willingness and interest to form a Groundwater Sustainability Agency Joint Powers Authority with other Eligible Local Agencies, and with other interested government agencies and Indian Tribes eligible to participate in a JPA, by approving the attached GSA JPA Governance and Financing Framework to guide subsequent discussions and the formation of any JPA (Attachment A). The Governance and Financing Framework is intended to be fair and inclusive, and we are happy to meet with you and the Mono County Board of Supervisors to discuss the Framework. If Mono County is interested in pursuing the formation of a multi-agency GSA JPA based on the attached framework, we would appreciate hearing from you by April 10, 2017. We apologize for the short turnaround we are requesting, but we would like to make progress on formation of a multi-agency GSA as soon as possible. If Mono County cannot reply to this request by April 10, 2017 due to your Board of Supervisors schedule or other constraints, please advise us as to when it would be possible for us to receive your reply. The County is currently working to develop a draft joint powers agreement, based on the adopted framework, and plans to share and refine the draft agreement with those Eligible Local Agencies, and government agencies and Indian Tribes that have expressed interest in working with the County to create a multi-agency Groundwater Sustainability Agency.

Lastly, should Mono County, or any of the 11 other Eligible Local Agencies in the Owens Valley Groundwater Basin choose to become a GSA, acting independently or in concert with other Eligible Local Agencies, the Board of Supervisors identified principles that would guide the County – as stand-alone GSA or as part of a multi-agency GSA – in working with other GSAs to create a single Groundwater Sustainability Plan (GSP). Again, if Mono County is considering forming its own GSA, or a GSA with other Eligible Local Agencies, you may find the principles helpful in guiding your decision making.

We would welcome the opportunity to discuss the Board's actions and associated opportunities with you in greater detail. If you have any questions, or would like to arrange a meeting with us, please contact Bob Harrington at (760) 878-0001.

Thank you for your consideration.

Sincerely,



Kevin D. Carunchio
County Administrator



Robert Harrington
Inyo County Water Director

Attachments:

Staff report and attachments from agenda item # 30 February 21, 2017 Board of Supervisors meeting.
Board order from agenda item #30 February 21, 2017 Board of Supervisors meeting.

Cc: Leslie Chapman, Mono County CAO
Board of Supervisors
Water Commission
Marshall Rudolph, County Counsel

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of February an order was duly made and entered as follows:

WATER DEPT. – GSA FILING, JPA DOCUMENT APPROVAL Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to: A) direct staff to proceed with the steps necessary for the County of Inyo to file to become the Groundwater Sustainability Agency (GSA) for the portion of the Owens Valley Groundwater Basin located in Inyo County, including holding the required public hearing on March 21, 2017. Motion carried unanimously.

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to: B) establish Inyo County's willingness and interest to form a GSA Joint Powers Authority with other Eligible Local Agencies, and with other interested government agencies and Indian Tribes eligible to participate in a JPA, by approving the attached GSA JPA Governance and Financing Framework to guide subsequent discussions and the formation of any JPA; and C) adopt the attached Principles under which the County of Inyo, as a stand-alone GSA or as part of a GSA JPA, will consider preparing a single Groundwater Sustainability Plan if two or more Eligible Local Agencies file to be a GSA in the Owens Valley Groundwater Basin and desire to develop a single Plan in lieu of separate, coordinated Groundwater Sustainability Plans. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 21st

Day of February, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Kevin D. Carunchio".

By: _____

Routing
CC Purchasing Personnel Auditor CAO X Other: Water Department DATE: March 2, 2017



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for: 10:30 am Closed Session Informational

FROM: County Administrator/Water Department

FOR THE BOARD MEETING OF: February 21, 2017

SUBJECT: Groundwater Sustainability Agency formation for the Owens Valley Groundwater Basin

DEPARTMENTAL RECOMMENDATION:

Staff recommends your Board:

1. Direct staff to proceed with the steps necessary for the County of Inyo to file to become the GSA for the portion of the Owens Valley Groundwater Basin located in Inyo County, including holding the required public hearing on March 21, 2017.
2. Establish Inyo County's willingness and interest to form a Groundwater Sustainability Agency Joint Powers Authority with other Eligible Local Agencies, and with other interested government agencies and Indian Tribes eligible to participate in a JPA, by approving the attached GSA JPA Governance and Financing Framework to guide subsequent discussions and the formation of any JPA (Attachment A).
3. Adopt the attached Principles under which the County of Inyo, as a stand-alone GSA or as part of a GSA JPA, will consider preparing a single Groundwater Sustainability Plan (GSP) if two or more Eligible Local Agencies file to be a GSA in the Owens Valley Groundwater Basin and desire to develop a single Plan in lieu of separate, coordinated Groundwater Sustainability Plans (Attachment B).

SUMMARY DISCUSSION:

Background

The State's Sustainable Groundwater Management Act (SGMA) requires the State Department of Water Resources (DWR) to rank each groundwater basin in the State as a high, medium, or low priority basin. The Owens Valley Groundwater Basin – which includes the Owens Valley in Inyo County, and small portions of Mono County, including the area managed by the Tri-Valley Groundwater Management District in Benton, Hammil Valley and Chalfant Valley – has been ranked as a medium priority basin. As such, at least one Eligible Local Agency must file with DWR to become a Groundwater Sustainability Agency in the Inyo and Mono portions of the Basin by June 30, 2017, otherwise the State will assume responsibility for managing the Basin (and levy fees on groundwater users to accomplish this). Also, as a medium priority basin, a

Groundwater Sustainability Plan must be approved for the Owens Valley Groundwater Basin by January 31, 2022. If multiple GSAs are formed in the Basin, each GSA within the Basin must prepare its own Plan, and ensure it is coordinated with the other GSPs. Alternately, multiple GSAs can, by agreement, work to develop a single GSP for the Basin.

Your Board and the public is reminded that SGMA specifically identifies the portions of the Owens Valley Groundwater Basin owned by the City of Los Angeles Department of Water and Power as being adjudicated, by virtue of the Long-Term Water Agreement, and therefore the LADWP's activities regulated by the Long-Term Water Agreement are exempt from SGMA's requirements for GSA formation and GSP development and implementation. Also, Tribal lands within the Basin and areas managed by state and federal agencies are not subject to SGMA. As such, while the Owens Valley Groundwater Basin is one of the largest groundwater basins in the State, the actual area of land within the Basin subject to SGMA is relatively small when LADWP, Tribal, state and federal lands are excluded.

Since its adoption in 2014, SGMA and its application in the Owens Valley has been the subject of considerable public discussion. The Inyo County Water Department received assistance from DWR to conduct an assessment of stakeholder knowledge, interest, and concerns related to SGMA. DWR is also providing a facilitator to work with Eligible Local Agencies and other stakeholders relative to the GSA formation process. In addition to the stakeholder assessment, the Water Department has also briefed your Board through workshops held on June 7, 2016, October 4, 2016, and October 11, 2016. Most recently, the Water Department convened a facilitated meeting of SGMA Eligible Local Agencies on January 12, 2017, to provide a SGMA overview and discuss the GSA formation process and its consequences. Although outreach efforts have been and continue to be undertaken with a variety of stakeholders, including local Indian Tribes and LADWP, the meeting was intentionally limited to Eligible Local Agency representatives because the Eligible Local Agencies have specific roles and responsibilities under SGMA (e.g., GSA formation, GSP preparation, etc.) and until the Eligible Local Agencies decide how they intend to comply with SGMA, it is difficult to have an informed discussion about other stakeholder involvement with any degree of certainty. A follow-up meeting is currently being scheduled with Eligible Local Agencies for the second or third week in March.

During the Eligible Local Agency stakeholder meeting held on January 12, 2017, and in subsequent meetings with representatives from various Eligible Local Agencies, it became evident that in order for other Eligible Local Agencies in the Owens Valley Groundwater Basin to evaluate their individual options and make informed decisions on how they might choose to comply with SGMA's GSA formation requirements, it would be helpful to know where the County of Inyo stands on the matter of GSA formation.

Today's Agenda Request is intended to provide and recommend to your Board three actions that will signal to other Eligible Local Agencies the County of Inyo's position on three SGMA-related GSA formation issues. If acted upon, the three recommendations will allow other Eligible Local Agencies in the Owens Valley Groundwater Basin to make informed decisions on how their respective Agency will comply with SGMA and participate in the GSA formation process and, hopefully, expedite the process and provide guidance to staff and other Eligible Local Agency representatives as that process moves forward.

Summary Recommendations

Staff recommends three actions aimed at meeting the Sustainable Groundwater Management Act's (SGMA) mandate to form a Groundwater Sustainability Agency (SGA) for the Owens Valley Groundwater Basin (OVGB) by June 30, 2017.

First, in order to ensure compliance with the mandated timeline, staff recommends that the County of Inyo provide notice to the Department of Water Resources of its intent to form a GSA, including holding the required public hearing on March 21st. Doing so will provide assurance to other eligible Local Agencies that that the County of Inyo will be the GSA for the portion of the OVGB located in Inyo County, even if they choose not to form or be part of a GSA, and thereby alleviate concerns that the State will immediately intervene in the management of the Basin due to the lack of a GSA.

Second, staff recommends encouraging the formation of a multi-agency GSA Joint Powers Authority that includes Eligible Local Agencies and, to the extent they want to be part of the GSA JPA, Indian Tribes, state and federal agencies, and the Los Angeles Department of Water and Power (LADWP). To accomplish this, staff recommends your Board adopt the GSA JPA Governance and Financing Framework (Attachment A). The Framework has been developed to be overly inclusive; minimize costs and maximize autonomy; equitably address funding levels and decision-making authority; and, encourage the participation of all Eligible Local Agencies (even if they cannot provide funding). The Framework has been refined based on several recent informal meetings with stakeholders. If approved by your Board, it is hoped that the Framework, by identifying basic tenets and parameters for the voluntary formation of a multi-agency JPA, will facilitate the development and adoption of the resulting Joint Powers Agreement by minimizing tangential issues and discussions that could delay a process that needs to be undertaken and completed sooner than later, if it is to occur at all.

Third, staff recommends setting forth principles to guide how the County, acting as a stand-alone GSA or as part of a multiple-agency GSA JPA, would envision working with multiple GSAs, if multiple GSAs are formed within the Owens Valley Groundwater Basin, and if those GSAs want to work together to develop a single Groundwater Sustainability Plan. The Principles being recommended (Attachment B) simply propose equal cost sharing among GSAs (since the alternative is for each GSA to develop its own GSP); providing autonomy through GSP Management Areas to the extent the Plan for a Management Area does not conflict with another Management Area or the Plan as a whole; and, provides for approval of the GSA being weighted based on the make-up of each GSA. By adopting these Principles today, your Board will communicate the County's position to other Eligible Local Agencies which may be considering forming a GSA to maximize their autonomy under SGMA but expect to have all GSAs develop a single GSP to minimize their costs. Again, adopting the proposed Principles today may assist those agencies in making an informed decision (the Tri Valley Groundwater Management District plans to hold a public hearing on March 15, 2017 to decide whether to become a GSA).

If approved by your Board, these three actions together will ensure that State mandates for GSA formation are met within Inyo County; provide a Framework for developing an inclusive, accountable, equitable, and effective multi-agency structure for forming a GSA JPA if other Eligible Agencies indicate a desire to do so; and, spell-out the County's position for how multiple GSAs may cooperate to develop a single GSP.

Filing to become a GSA

GSA's are formed by an Eligible Local Agency or group of Eligible Local Agencies notifying the Department of Water Resources (DWR) of their decision to become a GSA. A local agency, or Eligible Local Agency as the term is used here, is defined in SGMA as a "local public agency that has water supply, water management, or land use responsibilities within a groundwater basin" (CWC §10721). Eligible Local Agencies include cities, counties, water districts, irrigation districts, water replenishment districts, community service districts that supply or manage water, and other such California public agencies.

A single Eligible Local Agency can decide to become a GSA, or a combination of Eligible Local Agencies can decide to form a GSA by using either a joint powers authority (JPA), a memorandum of agreement (MOA), or other legal agreement. Within the OVGB, Eligible Local Agencies that could form a GSA are Inyo and Mono counties, the Tri Valley Groundwater Management District, the City of Bishop, and numerous community service districts, including: Big Pine CSD; Eastern Sierra CSD; Indian Creek-Westridge CSD; Keeler CSD; Lone Pine CSD; Sierra Highlands CSD; Sierra North CSD; Starlite CSD; and, Wheeler Crest CSD. Among these Eligible Local Agencies, there could be a single GSA preparing a single GSP for the basin, multiple GSA's preparing a single GSP, or multiple GSA's preparing multiple GSP's. If there are multiple GSA's in the basin, their boundaries may not overlap. If there are multiple GSP's in a basin, SGMA requires that there be coordination between the GSP's to establish that the plans are compatible with each other.

For today's and future discussions, it is important to recognize that each of the 13 Eligible Local Agencies identified above are considered equals in the eyes of the law; SGMA confers on each Eligible Local Agency the same obligations, responsibilities and options. Other than the State's presumptions noted below, the County of Inyo has not greater standing or responsibilities than any other Eligible Local Agency including, for example, the North Sierra Community Services District (in Wilkerson Ranch) that serves only 16 service connections. As equals, each Eligible Local Agency in the OVGB has the same options and opportunities with respect to GSA formation:

- A. **Do Nothing.** There is no obligation under SGMA that any Eligible Local Agency, including the County of Inyo, become a GSA. However, if an Eligible Local Agency chooses to do nothing, and another Eligible Local Agency becomes a GSA within the OVGB, the Eligible Local Agency that does nothing will be subject to the jurisdiction of the GSA. If no Eligible Local Agency decides to become a GSA, then the State will assume jurisdiction over the Groundwater Basin.

If your Board decides to have the County of Inyo file to become the GSA for the OVGB, it will forestall the State assuming jurisdiction over the basin. And by doing so, it will provide assurances to other Eligible Local Agencies in the Inyo County portion of the Owens Valley Groundwater Basin – primarily the eight (8) small community services districts in the County – that Inyo County will provide a "SGMA safety net" and they need not fear immediate State intervention.

- B. **Form a Groundwater Sustainability Agency.** Any of the 13 Eligible Local Agencies in the OVGB have the right to form their own GSA. If an Eligible Local Agency exercises this right, the resulting GSA must prepare a Groundwater Sustainability Plan (GSP) and coordinate its Plan with the GSP's prepared by other GSA's in the Groundwater Basin, unless there is agreement to prepare a single GSP among the GSA's.

To the extent that there are likely to be two or more GSAs in the OVGB (e.g., the County of Inyo and the Tri-Valley Groundwater Management District), Attachment B sets forth Principles your Board is urged to adopt related to the critical and possibly contentious issues of how two or more GSAs desiring to prepare a single GSP for the OVGB would participate in funding the preparation of the GSP and, subsequently, approving the Plan.

- C. Become part of a Groundwater Sustainability Agency through a Joint Powers Authority, or other legal arrangement, with other Eligible Local Agencies.** As noted above, a combination of Eligible Local Agencies can decide to form a GSA by using either a joint powers authority (JPA), a memorandum of agreement (MOA), or other legal agreement.

As described in further detail below, Attachment A sets forth a framework for governance and funding a GSA JPA comprised of multiple Eligible Local Agencies. The framework is, by design, thoroughly inclusive in that it extends the opportunity for voting membership in the JPA to Indian Tribes, and state and federal agencies in the OVGB who are legally eligible to participate in in JPA, even though these entities are not subject to SGMA. The GSA JPA Governance and Financing Framework is also designed to ensure Eligible Local Agencies who choose to participate in the JPA can retain votes on the JPA Governing Board even if they are unable to provide funding for the JPA or GSP. And, the Framework is designed to maximize each Eligible Local Agency's autonomy in its respective Management Area within the GSP to the extent it is not in conflict with other Management Areas or the GSP as a whole.

Because each of the 13 Eligible Local Agencies in the OVGB can choose any of the three options described above, none should be threatened by any of the actions being recommended to your Board today.

To become a GSA, an Eligible Local Agency is required to submit the following information to DWR in order to complete the GSA formation notification requirements of CWC §10723.8(a):

1. Information that shows the GSA formation notification was submitted to DWR within 30 days of the decision to become or form a GSA. If your Board directs staff to proceed with the steps necessary for the County of Inyo to file to become the GSA for the portion of the Owens Valley Groundwater Basin located in Inyo County, the 30-day clock will start from the date your Board takes action following the required public hearing, currently anticipated to be held on March 21, 2017.
2. A map and narrative indicating (1) the local agency's service area boundaries, (2) the boundaries of the basin or portion of the basin the agency intends to manage, and (3) the other agencies managing or proposing to manage groundwater within the basin.
3. A copy of the resolution forming the new agency (if applicable).
4. A copy of any new bylaws, ordinances, or new authorities developed by the local agency.

5. A list of the interested parties developed pursuant to CWC §10723.2 and a detailed explanation how the GSA will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs.

Before deciding to become a Groundwater Sustainability Agency, and after publication of notice pursuant to California Government Code §6066, the Eligible Local Agency or Agencies forming a GSA are required to hold a public hearing in the county or counties overlying the basin. **We recommend that your Board hold the mandatory public hearing to become GSA for the Inyo County portion of the Owens Valley Groundwater Subbasin (6-12.01) on March 21, 2017, and direct staff to publish the required notices for the public meeting and prepare the required material to submit to DWR.**

The GSA formation notice will be reviewed for completeness by DWR staff and, if complete, will within 15 days be posted on DWR's GSA web site. Eligible Local Agencies providing notice of their intent to form a GSA will have an opportunity to provide additional information, if applicable, to make a GSA formation notice complete. The decision to become a GSA will take effect if no other Eligible Local Agency has filed a GSA formation notice for all or a portion of the same area of a basin within 90-days of the initial posted notice. If two or more Eligible Local Agencies separately decide to become GSAs in the same area of a groundwater basin then no exclusive GSA for that area will be designated by DWR until the overlap is resolved. It is important for Eligible Local Agencies to work closely to coordinate GSA formation notifications to avoid overlapping areas. (Should another Eligible Local Agency in the Inyo County portion of the OVGB choose to file a notice to become a GSA for its service area, it is unlikely that staff would recommend your Board oppose any such application for an Eligible Local Agency to be the GSA for its jurisdiction and, hence, and the overlapping boundary issue could be easily resolved). Once overlaps are resolved, the Eligible Local Agency or Agencies will be identified by DWR as the exclusive GSA or GSAs for the area(s) described in its notice or their notices. As of September 15, 2016, no formation notices have been posted for the Owen Valley Groundwater Basin.

Furthermore, counties have a special role in SGMA. If there are areas within a medium or high priority groundwater basin that are not covered by a GSA, SGMA presumes that the County will be the GSA for that unmanaged area. In this event, the County is required to provide notification to DWR that it will act as the GSA for the unmanaged area as described above, or the County must notify DWR that it will not be the GSA for the area. If the County notifies DWR that it will not be the GSA for an unmanaged area, or unmanaged areas exist and the County has given no notice by June 30, 2017, then a number of onerous state intervention actions may be triggered, including the State Water Resources Control Board charging Owens Valley groundwater users per well and per acre-foot fees. Since large areas of the OVGB are not in the jurisdiction of any other Eligible Local Agency other than the County of Inyo, it is likely that the the County would need to submit a notice to be a GSA or subject the Basin to the possibility of State intervention.

GSA JPA Governance and Financing Framework

As noted above, the Water Department, with assistance from DWR, has conducted a survey of stakeholders and Local Eligible Agencies in the OVGB to gauge interest and hear concerns. There is broad interest in sustainable groundwater management among OVGB stakeholders, and numerous entities have expressed a desire to participate directly in the formation of a GSA. **In order to encourage the development of a**

thoroughly-inclusive multi-agency GSA, staff recommends that, parallel to the County's filing to be the GSA for the Inyo County portion of the OVGB, your Board adopt the GSA JPA Governance and Financing Framework included here as Attachment A and express the County's interest and willingness to forming a multi-agency GSA through a Joint Powers Authority based on the attached Framework.

The variety of stakeholder interests, extent of jurisdictional boundaries, population served, groundwater used, and access to resources for formation of a GSA or GSAs and preparation of a GSP or GSPs, make forming a unified governance structure challenging. The proposed Framework balances representation, financial resources, agency autonomy, groundwater use, accountability, and decision-making effectiveness. The proposed GSA JPA Governance and Financing Framework aims to include any governmental entity that desires to participate and is eligible to be part of a JPA. Considering the amount of legal and policy-maker review that this Framework would be subjected to, it will clearly take time to develop and adopt. DWR has indicated that changing the GSA governance structure after June 30, 2017, is allowable, but not having a GSA in place by June 30 could subject the OVGB to State intervention.

While SGMA permits multiple agencies to form a single GSA through several legal frameworks, including, memorandums of understanding (MOUs), staff is recommending that any multi-agency GSA be formed as a Joint Powers Authority because, once formed, a JPA will be an independent entity that will have the ability to enter into contracts, buy and sell property, hire personnel, and take other such actions that would be out of the reach of a multi-agency MOA.

Key components of the GSA JPA Governance and Financing Framework include:

- The Framework is predicated on the belief that, in general, the 13 Eligible Local Agencies in the OVGB have common interests that make working together desirable, including: ensuring a sustainable groundwater basin; and, the need to protect staff and financial resources.
- The Framework is scalable. As presented, the GSA JPA Governance and Financing Framework is based on all 13 Eligible Local Agencies choosing to participate in the GSA JPA, however, its voting and financing structure can be modified if a lesser number of Eligible Local Agencies choose to pursue formation of the GSA JPA.
- The Framework is intended to encourage Eligible Local Agencies – especially small Eligible Local Agencies (like CSDs) in the Inyo County portion of the Basin to participate in the GSA JPA.
- While the Framework provides each participating Eligible Local Agency the opportunity to have the same number of votes (4) on the GSA JPA Governing Board, assuming that each Eligible Local Agency shares equally in costs (1/13th), it also recognizes the fiscal reality that many Eligible Local Agencies will not be able to contribute an equal share to the JPA. Eligible Local Agencies who choose to join the JPA, but determine they cannot share equally in costs, are still assured a minimum of two (2) votes on the GSA JPA Governing Board.
- The Framework divides GSA costs into two components; those associated with developing the Groundwater Sustainability Plan (the "Plan Development Period" which is assumed to be the most costly component, and one whose costs will, hopefully, be largely offset by grants); and, the GSP

Implementation Period, which is assumed to be funded through GSA members exercising SGMA's fee levying authority within their respective jurisdictions.

- **Eligible Local Agencies joining the GSA JPA need not decide on their funding contribution (and relative number of votes) until after the JPA is formed, and a multi-year budget has been prepared, and the status of any grant awards is known.**
- Each Eligible Local Agency joining the GSA JPA will be afforded maximum autonomy over their respective jurisdiction, through the use of Management Areas in the Groundwater Sustainability Plan to the extent allowed by SGMA and DWR, and to the extent that the Plan for any Management Area does not conflict with the State's GSP regulations, the Plan for other Management Areas, or the GSP as whole.
- Although SGMA does not apply to Tribal Lands, or land managed by state or federal agencies, the Framework is thoroughly-inclusive. The Framework provides Indian Tribes, and state and federal agencies with lands within the OVGB the opportunity to be a voting member on the JPA Governing Board, without providing funding, as long as the Tribe or state or federal agency agrees to implement the GSP on its sovereign or managed land.

Indian Tribes or state or federal Agencies who will not or cannot make this commitment – to have their portions of the Owens Valley Groundwater Basin subject to the same Groundwater Sustainability Plan that applies to Eligible Local Agencies and other stakeholders – will still be able to participate in the JPA through Stakeholder Councils as well as the public process inherent with the governance of any JPA and development of the GSP.

- The Framework contemplates Los Angeles Department of Water and Power having the option of joining the JPA as a voting member subject to funding a portion of the GSA costs, and implementing the GSP to the extent that the GSP does not conflict with the Inyo-Los Angeles Long-Term Water Agreement.
- Other stakeholders, including Tribes and government agencies choosing not to join the GSA JPA, and entities that are not legally able to join a JPA, will still be able to participate in the JPA through self-defining, cost-free, and non-voting Stakeholder Councils (as well as the public process inherent with the governance of any JPA and development of the GSP).
- The JPA will have the ability to develop MOAs with organized stakeholders – most notably mutual water companies and environmental organizations – who by their nature are not legally able to join a JPA, but desire to have greater input into the GSA JPA and GSP development and implementation process.

If your Board decides to approve the GSA JPA Governance and Financing Framework, and other Eligible Local Agencies express an interest in working with the County to form a multi-agency GSA JPA, a Joint Powers Agreement will be developed based on Attachment A in which many additional details will be worked out.

Principles for multiple GSAs to develop a single GSP

If multiple GSAs form in the OVGB, there may an interest in the GSAs working together to develop a single GSP. Specifically, the Tri Valley Groundwater Management District (see attached map) has expressed interest in forming a GSA and working with a GSA or GSAs in the rest of the Basin to prepare a single GSP. Recall, that if no agreement is reached among multiple GSAs to prepare a single GSP, then each GSA is responsible for preparing its own GSP in coordination with the GSPs prepared by the other GSAs within the groundwater basin.

For Eligible Local Agencies wishing to maximize their autonomy by forming a GSA, while minimizing their costs by developing a single GSP with other GSAs, it may be helpful to know the Principles by which the County of Inyo – as its own GSA, or as a member of a multi-agency GSA JPA – would consider working in concert with other GSAs to develop a single GSP.

Attachment B establishes Principles that the County would use to guide any agreement among multiple GSAs to develop a single GSP. While not “set in stone” and certainly subject to further refinement once the GSA formation process is complete, adopting these Principles now will provide other prospective GSAs with the County’s position as they weigh their decision whether or not to form an independent GSA.

Essentially, the Principles call for each GSA to share equally in the costs of developing a single GSP; each GSA retaining autonomy over its respective jurisdiction through the use of Management Areas in the GSP to the extent allowed by SGMA and DWR, and as long the Plan for its Management Areas does not conflict with the Plan for another Management Area or the GSP as whole; and, that approval of the GSP be weighted based on the number of Eligible Local Agencies represented by the respective GSAs.

We recommend that the County adopt the following principles to guide multiple GSAs developing a single GSP as outlined in Attachment B.

ALTERNATIVES:

Do nothing. Other Eligible Local Agencies may elect to become GSAs. This is not recommended because, absent the County also filing to be a GSA, there would remain some unmanaged areas in the basin which would likely result in some level of State intervention.

Direct staff to modify the recommended GSA JPA Governance and Financing Framework (Attachment A) and/or Principles for preparing a single GSP if two or more Eligible Local Agencies file to be a GSA in the Owens Valley Groundwater Basin (Attachment B), or defer a decision on the governance structure and/or cooperation principles. This is not recommended because (a) both the Framework and Principles are intended to protect the County’s interests while being equitable to other Eligible Local Agencies (which have the ability to form their own GSA, etc.) and stakeholders; and, (b) other Eligible Local Agencies are likely to make decisions on whether or not to form a GSA based on what the County decides to do. Delaying consideration of the Framework and Principles could lead to assumptions and entanglements among Eligible Local Agencies and other stakeholders that could take time away from the business at hand; chiefly,

forming a GSA, multiple GSAs, or GSA JPA, and proceeding to develop a Groundwater Sustainability Plan or Plans. These issues are better addressed upfront in the GSA formation process.

OTHER AGENCY INVOLVEMENT:

Eligible local agencies, LADWP, Tribes, state and federal agencies.

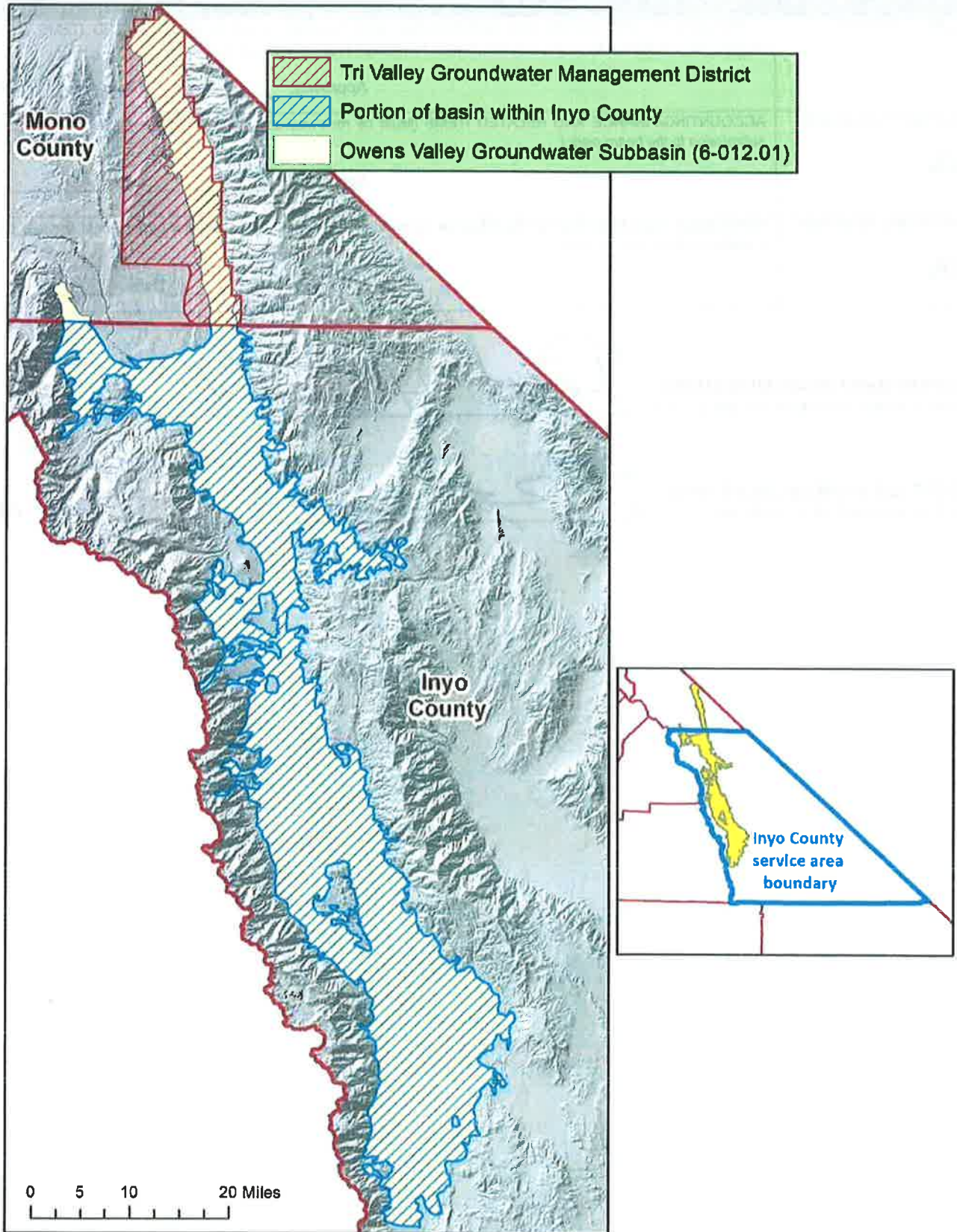
FINANCING:

There is no cost, other than staff time, associated with the recommendations being presented today for consideration by your Board. There are likely to be significant costs as the County and other Eligible Local Agencies comply with SGMA.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date: <u>02/15/2017</u></div>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date: _____</div>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date: _____</div>

DEPARTMENT HEAD SIGNATURE: Robert Young Date: 2/15/17
 (Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 02-15-2017
 (Not to be signed until all approvals are received)



**SINGLE GROUNDWATER SUSTAINABILITY AGENCY FRAMEWORK
PROPOSED JOINT POWERS AUTHORITY GOVERNANCE/FINANCING STRUCTURE**

I. *Eligible Local Agencies

- a. ***Number:** 13
- b. ***Participation:** County of Inyo, County of Mono, Tri-Valley Groundwater Management District, City of Bishop, Big Pine CSD, Eastern Sierra CSD, Indian Creek-Westridge CSD, Keeler CSD, Lone Pine CSD, Sierra Highlands CSD, Sierra North CSD, Starlite CSD, Wheeler Crest CSD.
- c. **Total Votes:** 52
- d. **Financing:** Member agencies are asked to share equally in costs (e.g., 1/13th) However, any Agency joining the GSA/JPA and not providing funding will still retain two (2) votes on the GSA board.

Member agencies will not be required to make a funding commitment prior to joining the Joint Powers Authority. Once formed, the JPA will establish a budget for the multi-year development of the Groundwater Sustainability Plan (GSP). Once the budget is developed, each Agency will need to decide (e.g., within 3 – 6 months of JPA formation) whether it intends to be a “Funding Agency,” “Partial Funding Agency,” or “Non-Funding Agency” based on estimated costs.

Remaining “unfunded” votes will be apportioned on a pro-rata basis among Agencies providing funding based on their proportional share of funding. In the absence of sufficient funding through this mechanism, the GSA may by a majority vote of its members elect to exercise the regulatory fee authority provided by SGMA (§10730).

- e. **Votes Per Agency:**
 - i) Agencies agreeing to share equally in GSA Costs (e.g., 1/13th): Four (4) votes
 - ii) Agencies deciding not to contribute funding: Two (2) votes
 - iii) Agencies which, by necessity or desire, contribute more or less than 1/13th of GSA costs:

$$\# \text{ Votes} = 4 + 26 \left(\frac{\text{Agency Contribution}}{\text{Total GSA Budget}} - \frac{1}{13} \right)$$

f. GSA Costs:

Inyo County Water Department will develop the initial budget for developing the Groundwater Sustainability Plan over a multi-year period. The initial budget for the “Plan Development Period” will not be subject to a vote of the JPA, since Member Agencies will have yet to decide upon their respective funding commitments and votes on the JPA will have yet to be apportioned. However, the Inyo County Water Department will endeavor to achieve consensus on its Plan Development Period Budget estimates using the principles outlined below.

Once the initial budget for the Plan Development Period is prepared, and Member Agencies decide upon their respective levels of JPA funding and the associated voting structure is established, GSA Costs for the both the Plan Development Period and subsequent Plan Implementation Period will be determined annually through preparation of an Annual Budget approved by the Member Agencies.

In preparing budgets, the GSA JPA may contract with Member Agencies to use that Agency’s staff for specific functions, billed at actual costs plus a standard, agreed upon overhead figure to be used by all Agencies. Use of Agency staff is not automatic; based on agreed upon expertise and cost effectiveness.

g. Opt In/Out:

After deciding to join the JPA, Member Agencies will not be required to decide their respective funding/voting status – Funding Agency (4+ votes), Partial Funding Agency (2-4 votes), or Non-Funding Agency (2 votes) – until after the initial budget for the Plan Development Period is prepared.

A Member Agency may opt out of the GSA JPA at any time by providing sufficient notice spelled out in JPA Agreement. However, a Member Agency may not change its funding/voting status until after the Groundwater Sustainability Plan is adopted, after which the JPA Agreement will specify the periods/process for changing funding commitments and associated votes.

h. GSP Implementation:

Development of the Groundwater Sustainability Plan is described in Section I. f. above and Section V. below.

Each Member Agency responsible for implementing GSP requirements, including data monitoring and reporting, and funding associated costs, in its respective jurisdiction.

Any costs associated with ongoing GSA JPA operation and administration (contracting, reporting, etc.) during the Plan Implementation Period of the GSP (i.e., after the GSP is adopted by the GSA and by the State), agreed upon through the annual Plan Implementation Period Budget, will be funded through the GSA exercising the authority to levy fees as provided by SGMA. It is the

intent that these fees would be applied in an equitable manner agreed upon by the GSA/JPA.

These principles are intended to ensure that a Member Agency does not bear the cost of implementing the GSP in the jurisdiction of another Member Agency, and that the ongoing cost of administering the GSA JPA is shared equitably among all users.

II. LADWP Participation

*This proposed GSA Governance/Financing Structure assumes LADWP is not an Eligible Local Agency, but its participation in the GSA may be desirable (for funding, coordination, water management, etc.) or demanded by the LADWP.

a. **Votes:** Four (4) votes

b. **GSA Costs:** 25% of GSA Costs with amount of LADWP contribution being rebated to Member Agencies providing funding on a pro-rated basis of Agency's funding contribution to GSA costs in I.e. and I.f. above. (e.g., Neither LADWP's contribution nor the rebate would not affect relative voting structure described above).

LADWP could be subject to fees levied by the GSA.

c. **Opt In/Out:** Same

d. **GSP Implementation:** Must agree to implement the GSP to the extent it does not conflict with the Long Term Water Agreement.

III. Tribal, Federal and State Agency Participation

If a Tribe or Federal Agency does not choose to join the GSA under the terms below, they may still voluntarily participate in the GSA and Groundwater Sustainability Plan development and implementation process through the Stakeholder Council component described in Section IV. Tribes, State, or Federal Agencies that desire to participate as a voting member of the GSA will be invited to so under the following structure.

a. **Number:** Tribes – 5
Federal Agencies – 3 (acting as one entity e.g., the Federal Government)
State Agencies – 2 (acting as one entity e.g., the State Government)

b. **Participation:** Tribal: Benton, Big Pine, Bishop, Fort Independence, Lone Pine.
Federal: BLM, NPS, USFS.
State: Fish & Wildlife, State Lands Commission

c. **Votes Per Entity:** Two (2) per Tribe; Two (2) for Federal Government; and two (2) for State Government on non-budget items (total: 0 to 14)

- d. **Financing:** Tribes and Federal/State Agencies will not be asked to fund general GSA costs, however, as a requirement of becoming a voting member each Tribe, State, or Federal Agency joining the GSA must agree to implement GSP requirements, including data monitoring and sharing, and funding associated costs in its jurisdiction; presumably through fees it sets, grants, or reserves.

- e. **Opt In/Out:** At Tribe, State, or Federal Agency discretion. However, no reinstatement after decision to opt out without an affirmative vote of the GSA.

- f. **GSP Implementation:** Each Tribe/Agency must agree to implement and fund GSP requirements in its respective jurisdiction.

IV. Stakeholder Councils

Other stakeholders will be organized into Councils by affinity group and encouraged to provide input into the GSA, and development and implementation of the Groundwater Sustainability Plan. Since these stakeholders may be regulated by the GSA and/or one or more of the entities described above, the Council representing them will not have a vote on the GSA. However, GSA will consider all comments from Stakeholder Councils to ensure the policies and programs in the Groundwater Sustainability Plan do not worsen existing conditions. To extent that Councils non-voting, Councils are self-defining. Individuals and entities may affiliate with more than one Council.

- a. **Number Councils:** 12

- b. **Participation:**
 - Agricultural Businesses
 - Non-Ag Businesses (with private wells)
 - Disadvantaged Communities (need to identify)
 - Domestic Well Owners
 - Environmental Organizations*
 - Environmental Users
 - Federal Agencies*
 - Mutual Water Companies*
 - Public Water Systems
 - State Agencies*
 - Surface Users
 - Tribal* (electing not to become voting member of GSA JPA per above)

*GSA JPA could establish MOAs for greater representation by organized groups ineligible to join a JPA (e.g., Mutual Water companies, environmental organizations) or who choose not to join the JPA (e.g., Tribes, State and Federal agencies)

- c. **Votes per Council:** None. Each Council will have one non-voting representative to GSA Board.

- d. **Financing:** None

e. **Opt In/Out:** N/A Participation on a Council is optional and self-designated.

f. **GSP Implementation:** Subject to jurisdiction of GSA to the extent provided by SGMA.

V. MOAs between the GSA JPA and eligible entities who cannot legally be part of a JPA or who choose not to be part of JPA

The GSA JPA could establish organized groups who desire greater representation to the GSA JPA and/or GSP development process but which are ineligible to join a JPA (e.g., Mutual Water companies, environmental organizations) or who choose not to join the JPA (e.g., Tribes, State and Federal agencies).

VI. Management Areas in Groundwater Sustainability Plan

A Management Area may be developed for the Groundwater Sustainability Plan for portions of the Basin under the jurisdiction of an Eligible Local Agency or Eligible Local Agencies to the extent permitted under SGMA or by DWR. Any additional costs associated with the preparation of the Management Area of the GSP shall be borne by the Agency or Agencies with jurisdiction over the respective Management Area. Each GSP Management Area will be approved in the sole determination of respective Agency or Agencies with jurisdiction over the Management Area unless it is deemed, by a vote of the GSA, to conflict with other Management Areas or the GSP in its entirety.

PRINCIPLES
MULTIPLE GSAs
SINGLE GROUNDWATER SUSTAINABILITY PLAN

I. Development of GSP

a. Financing: Each GSA funds an equal share of cost of developing and administering Groundwater Sustainability Plan.

Rationale: If not developing a single plan, each GSA would bear the cost of developing its own GSP.

b. Plan Approval: Each GSA has a voted weighted based on number of Eligible Local Agencies represented by the GSA

Each GSP will have a Management Area(s) corresponding to the area represented by each GSA. Each GSA Management Area in a GSP will be approved in the sole determination of respective GSA unless it is deemed to conflict with other Management Areas or the GSP in its entirety.

c. GSP Implementation: Each GSA is responsible for implementing GSP requirements, including data monitoring and sharing, and funding associated costs, in its jurisdiction; presumably through fees it sets, grants, or reserves.

d. GSA Administration: Each GSA funds an equal share of the cost of administering the Groundwater Sustainability Plan as determined through an annual budget process approved by vote of GSAs

II. Alternatives

Each GSA prepares its own GSP

Coordination Agreement between GSAs

**Local Agencies eligible to serve as a groundwater sustainability agency
Within the Owens Valley Groundwater Basin**
(Highlight indicates agencies that are eligible within Mono County portions of the Basin)

Special Act District

Tri-Valley Groundwater Management District

Counties

Mono County

Inyo County

Cities

City of Bishop

Community Service Districts

Big Pine CSD

Eastern Sierra CSD

Starlite CSD

Indian Creek-WestridgeCSD

Keeler CSD

Lone Pine CSD

Sierra Highlands CSD

Sierra North CSD

Wheeler Crest CSD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 11, 2017

Departments: Community Development

TIME REQUIRED PUBLIC HEARING 1:30 P.M. (30 minutes)

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura

SUBJECT Public Hearing for Extension of Moratorium on Type II Short-Term Rentals & Outreach Plan

AGENDA DESCRIPTION:

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

Conduct Public Hearing and consider and potentially adopt proposed ordinance #ORD17-__, An Interim Ordinance of the Mono County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan. Discuss outreach to engage communities on discussion of Type II rentals and other upcoming County policy issues, and provide direction to staff.

RECOMMENDED ACTION:

Adopt proposed ordinance #ORD17-__, Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan. Discuss related outreach and policies and provide any additional staff direction.

FISCAL IMPACT:

Costs are dependent on the type of outreach directed by the Board, both for hard costs and staff time.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Attachment 1 to Staff Report \(Work Plan\)](#)

[Ordinance - Extension of Moratorium on Type II Vacation Rentals](#)

[Exhibit 1 to Ordinance](#)

[Exhibit 2 to Ordinance](#)

History

Time	Who	Approval
4/6/2017 5:23 AM	County Administrative Office	Yes
4/4/2017 9:50 AM	County Counsel	Yes
4/4/2017 10:14 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

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

April 11, 2017

To: Board of Supervisors

From: Wendy Sugimura, CDD Senior Analyst

Subject: Extension of Moratorium on Type II Short-Term Vacation Rentals, and Outreach Plan

RECOMMENDED ACTION

1. Following the Public Hearing, adopt proposed ORD17-__, An Interim Ordinance of the Mono County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of Type II Short-Term Vacation Rentals Within the Unincorporated Areas of Mono County as Authorized by Chapter 25 of the Mono County General Plan.
2. Discuss outreach to engage communities on discussion of Type II rentals and other upcoming County policy issues, and provide direction to staff.

FISCAL IMPACT

Costs are dependent on the type of outreach directed by the Board, both for hard costs and staff time.

BACKGROUND

At the March 14 meeting, the Board adopted amendments to Chapter 25 (General Plan Amendment 17-01B), which includes Type I (owner occupied) and Type II (non-owner occupied) rentals in single-family residential units, which has been under discussion for over a year. In a subsequent action at the same meeting, the Board enacted a 45-day moratorium on Type II rentals, and directed staff to revisit area plan policy discussions with communities on where Type II rentals should be allowed/not allowed. The moratorium expires on April 27, 2017, unless extended.

DISCUSSION

The primary purpose of this agenda item is to extend the moratorium on Type II (non-owner occupied) rentals for 10 months and 15 days to February 26, 2018 (Attachment 1), the maximum time frame allowed at this time. If circumstances allow, the Board can lift the moratorium earlier.

Given current staffing levels, workloads, and other priorities, the community discussions directed by the Board for Type II rentals is not likely to be initiated before the end of the year at the earliest. One of the current priorities is the staff commitment to an intensive work program for short-term rentals in the June Lake community. The best-case scenario is a completion date around August or September, 2017 (see Attachment 2: June Lake Work Plan).

The secondary purpose of this agenda item is to receive direction on public outreach to engage communities in discussions about Type II rentals. Outreach on other important topics, such as cannabis and the Sustainable

Groundwater Management Act, were also mentioned. Several significant policy projects are also upcoming, such as the Local Hazard Mitigation Plan update and the Walker Basin water lease/sale project.

Several options are available to increase outreach for the Type II rental discussions, and potentially for these other significant policy issues. As a reminder, standard outreach methods are to follow legal requirements for noticing and to develop planning policies through the Regional Planning Advisory Committees (RPACs), which typically meet monthly, and community meetings, which meet on an as-needed basis. These meeting agendas are published about a week in advance, are posted to the County's main online calendar and in the Community Development Department office, and are sent to the email subscription list. The email subscription list is open to everyone, and the subscribing persons are responsible for keeping their email addresses current. The Community Development Department will also send agendas by mail if requested.

For very specific projects and when directed by the Board, a more intensive outreach process can be conducted. An example is the outreach plan for the June Lake short-term rental policy discussion (Attachment 2), which has been compressed due to weather and other delays. Essentially, outreach for this effort will be conducted over approximately two months, and the tax base and post office box mailing will cost over \$3,000 for supplies, direct costs, and staff time. The discussion process itself will take a minimum of 3-4 months. It is a significant commitment of staff time and resources.

The RPAC/community meeting system has been in place for about 30 years and is relied upon for community input into planning and policy issues. The system needs to be trustworthy enough such that decision makers can accept the outcomes for consideration in making a final determination.

Therefore, the staff recommendation is to direct citizens and residents back to the RPAC/community meeting system as the forum for community engagement. The emphasis of the outreach should be on how to engage in County discussions, participate, and be informed, and should include a list of the significant upcoming projects and policies that may be of interest. Outreach options include the following (estimated costs are very rough):

1. **Email blast to RPACs** with a "call to action" for upcoming issues, and to spread the word. Costs for materials and staff time are minimal, and this option can be completed in the short term.
2. **Post flyers** on public boards and in community post offices. Costs for materials and staff time are minimal, and this option can be completed in the short term.
3. **Post public service announcements or advertisements** in newspapers (The Mammoth Times, The Sheet, the Inyo Register, others?) and on the radio: Depending on specifics, costs for materials and staff time can be minimal, and this option may be completed in the short term.
4. **Consolidated tax base mailing:** A flyer could be included with the Tax Collector's annual tax bills sent in September (~15,000 mailers). Utilizing the Tax Collector's contract mail production service with bulk rate postage, a black-and-white mailer could be sent to all property owners in the county (including the Town of Mammoth Lakes) for an estimated cost of \$1,200 (including staff time). Properties in the unincorporated county cannot be separated for this price, and color printing or paper will increase the cost.

5. **PO Box mailers:** Mailers can be sent to post office boxes in the communities of Coleville, Walker, Bridgeport, June Lake, Lee Vining/Mono City, Benton, and a portion of Crowley Lake at an estimated cost of \$3,000 for staff time, supplies and postage (~2,100 mailers). The other communities do not have a single local post office; for example, to entirely cover Crowley Lake, the mailer would need to go to the Mammoth Lakes post office and would include Mammoth residents. Hammil Valley, Chalfant, Paradise, and Swall Meadows mailers would include all Bishop residents as well. If mailers were sent to the Mammoth and Bishop post offices, the cost would likely more than double. This option will take longer to complete; an August/September target is possible.
6. **Unincorporated tax base mailing:** If a mailer is sent only to properties in the unincorporated county, we lose the economy-of-scale and efficiency of the bulk mail production service. At the County's supplies, printing, and staff time expenses, the estimated cost is \$8,000 for ~7,500 mailers. This option will take substantially longer due to the staff time required.
7. **Investigate alternative social media outlets:** Social media tools such as Facebook or Twitter could be researched and potentially utilized on a regular basis in addition to standard posting/distribution methods. The timeline to implement such a feature is unknown at this time.

Outreach can be conducted at the scale and frequency directed by the Board. However, several elements should be recognized: limitation of County resources both in terms of staffing and costs, the elimination of complaints that someone was uniformed is likely an unrealistic expectation, and the responsibility for public engagement is also borne by citizens. The County has a long-established system for engagement and information distribution that any person may access in order to be informed and participate in discussions.

Special thanks to Gerald Frank in the Treasurer/Tax Collector office and Barry Beck, Assessor, for providing information that assisted with this staff report.

Please contact Wendy Sugimura at 760-924-1814 with questions. This staff report has been reviewed and approved by Community Development Director.

ATTACHMENTS

1. Ordinance extending the moratorium on Type II (non-owner occupied) rentals
2. June Lake short-term rental work plan with calendar

June Lake Short-Term¹ Rental Issue

Updated for Mar. 7, 2017 CAC Subcommittee Meeting

BASIS

1. **Purpose:** Conduct a community² conversation to update June Lake Area Plan policies to address short-term rentals in residential areas.
2. **Need:** The initial reasons for providing the Transient Rental Overlay District (TROD) may have been different; however, the current reality is that short-term rentals are a common issue in resort communities and are not going away. Therefore, a decision needs to be made about how to handle them. The current process has limitations and an alternate mechanism is desired by the community, and the community wants to ensure protection of area and neighborhood character.
3. **Principles:**
 - a. **Opportunity for input:** Adequate opportunity to express opinions and provide input must be available to all community members, and community members should feel like their input was heard and considered (with the recognition that not every individual will "get what they want"). *Participants were asked to provide any information about what makes them "feel heard and considered" even if they don't "get what they want."*
 - b. **Consensus/common ground in the best interests of the community:** We will develop consensus and agreement to the best of our ability, and a sense that the decision is made in the best interests of the community as a whole. There is recognition and understanding that 100% agreement is unrealistic, but we will strive for something most people "can live with."
 - c. **Public engagement:** Community involvement, engagement, education, and participation is critical, and we will seek to achieve as much as we can.
 - d. **Finality and certainty:** Finality and certainty is needed – finality in that a decision will be made and we do not need to continue revisiting this conversation regularly, and certainty for homeowners about the status of short-term rentals for their property.

INTEGRATION OF SUPERVISOR JOHNSTON'S PROPOSAL

Supervisor Johnston's proposal essentially contains three components:

1. Map "neighborhoods" in the June Lake area. Staff initially identifies the neighborhoods, then the community provides comment.
2. Identify neighborhoods where short-term rentals are viable and acceptable, and neighborhoods where they aren't. Staff initially determines which neighborhoods are not viable based on technical issues, then the community provides comment.
3. Take these neighborhood proposals to a vote of the community. An 80% approval rating is proposed. Amend the General Plan with a new Land Use Designation that allows for short-term rentals for those neighborhoods with voter approval.

These components are integrated into the work plan that follows. Based on the principles identified by the CAC and community, community-based planning is relied upon to develop consensus about defining neighborhoods and acceptable locations for short-term rentals. The final decision mechanism (vote, etc.) is undetermined at this point. However, since the outcome will be reflected in the June Lake Area Plan, the ultimate decision will be based on recommendations of the JLCAC and Planning Commission, with the final decision by the BOS. As the conversation, direction, and areas of agreement evolve, the most appropriate or preferred decision method will become clearer.

¹ The term "nightly rental" was used in the initial version reviewed by the CAC subcommittee. To be consistent with staff report recommendations to the Planning Commission, the term was subsequently changed to "short-term rentals" throughout.

² The term "community" is all inclusive. Full-time/year-round residents, part-time and/or seasonal residents, second homeowners property owners, renters, and all community members in between are included. Clarify with CAC subcommittee in March.

WORK PLAN

1. DETERMINE PROCESS, METHODOLOGY, AND CALENDAR

- Dec. 6, 2016 CAC subcommittee workshop: *complete!*
- March CAC subcommittee workshop: Review specific calendar dates, initiate work plan, review initial maps
- April CAC subcommittee workshop: Finalize map, calendar dates, review mailer

2. DEVELOP NEIGHBORHOOD MAPS

- Are maps needed? Is there another method that should be considered? *We asked this questions and considered if any other options were available. The consensus is that maps are needed to provide finality and certainty.*
- Who draws the lines? CAC vet first? *The CAC requested assistance from Supervisor Johnston and staff; in a subsequent discussion, Supervisor Johnston agreed to draw the initial map. CAC will then refine. Incorporate technical information at this time as well.*
- Suggestion: boundaries can overlap, subareas can be identified within neighborhoods, and entire areas do not need to be treated the same.
- Initial maps are for outreach purposes, and further refined though public discussion and meetings.

3. IMPLEMENT OUTREACH CAMPAIGN

- Options for advertising & notification
 - Tax roll mailing – received tax roll addresses, removing duplicates and PO Boxes
 - PO Box mailing
 - Email to County subscription list
 - Personal email distribution (from CAC/community members)
 - Phone calls (from CAC/community members)
 - Radio/newspaper announcements, calendars, publications, PSAs
 - Flyers: distribution by community members, post in community location and County website
 - Spanish translation
 - Word-of-mouth
 - Other?
- Options for engagement and input
 - Community-wide meetings
 - Neighborhood meetings
 - § Who is allowed to participate? *Based on outreach strategy, everyone who shows up - could be for their neighborhood or other neighborhoods*
 - Survey (see “Collect Data” section)
 - Phone calls (from CAC/community members)
 - Door to door (from CAC/community members)
 - Anonymous suggestion box
 - Formal Public Hearings by the Planning Commission and Board of Supervisors
 - Other?
- **Outreach Calendar:**
 - Late March: Website for this project posted with workshop schedule
 - Early April: “Save the Date” PO Box mailing (w/Spanish translation), tax base mailing
 - Week of April 24: June Lake CAC email blast (w/Spanish translation)
 - Week of May 1: CAC member emails, word of mouth campaign, flyers/posters (w/Spanish translation), radio/newspaper
 - Week of May 8: Flyers/posters (w/Spanish translation), radio/newspaper

- Week of May 15: June Lake CAC email blast (w/Spanish translation)
- Day before each meeting: June Lake CAC email blast

4. COLLECT DATA

- **Survey:** The housing survey is expected to occur concurrently. A specific question for/against short-term rentals is not included; instead, questions regarding neighborhood values and character, needed housing types, etc., are included. Relevant information from the survey will be reported in Task 5.
- **Technical information:** Physical mapping, such as road grades, surface, pothole locations, snow removal circumstances, flood areas, avalanche locations, land ownership (INF permittee cabins), etc.
 - Technical analysis distributed at the March CAC subcommittee meeting for discussion with the maps.
- **Community and Neighborhood Meetings, and Focus Group Meetings:** This general meeting structure/agenda can be used for most types of meetings. *Focus groups may include 1) lodging owners, 2) business owners needing workforce, other...?*
 1. Purpose and Need
 2. Background/Education
 - a. JL Vision
 - b. TROD history and context
 - c. Current land use maps to identify “single-family” neighborhoods and where short-term rentals are currently permitted
 3. Constraints: policy outcome must be legal and enforceable
 4. Concerns/fears/negatives about short-term rentals in the neighborhood
 5. Opportunities/benefits/positives of short-term rentals
 6. Discuss neighborhood maps:
 - a. Are the maps drawn/defined correctly?
 - b. Technical characteristics for short-term rentals
 - c. Social/neighborhood considerations for short-term rentals
 7. What can people live with? Is there some degree of perceived consensus on where short-term rentals should and shouldn’t be allowed in this neighborhood area?

NEIGHBORHOOD WORKSHOP CALENDAR

May 20 – Sat (since this is a weekend date, we could hold these during the day, 9 am – 6 pm)

12:00 pm – 1:00 pm	Open House
1:00 pm – 2:30 pm	Neighborhood 1
3:00 pm – 4:30 pm	Neighborhood 2
5:00 pm – 6:30 pm	Neighborhood 3
7:00 pm – 8:30 pm	Neighborhood 4
8:30 pm – 9:00 pm	Open House

May 22 - Mon

12:00 pm – 1:00 pm	Open House
1:00 pm – 2:30 pm	Neighborhood 5
3:00 pm – 4:30 pm	Neighborhood 6
5:00 pm – 6:30 pm	Neighborhood 7
7:00 pm – 8:30 pm	Focus Group: Lodging and Business
8:30 pm – 9:00 pm	Open House

May 25 – Thurs (tentative, if needed)

12:00 pm – 1:00 pm	Open House
1:00 pm – 2:30 pm	Continue Neighborhood Discussion if needed
3:00 pm – 4:30 pm	Continue Neighborhood Discussion if needed
5:00 pm – 6:30 pm	Continue Neighborhood Discussion if needed
7:00 pm – 9:00 pm	Open House

5. ANALYSIS – PHASE I

- Compile all public input and relevant survey data, retain verbatim documentation when possible
- Provide analysis of data to identify areas of agreement and controversy by community and neighborhood, identify ownership status (full time resident, second homeowner, renter, etc.) when possible
- Provide analysis of potential solutions
- Explore and determine policy tools: GP/AP policies, ordinance, etc.
- Determine direction of policy development, consider initiating a vote, consider other decision making tools

Phase I Meeting Calendar:

1. Discussion of Workshop Data & Information: June 7, 6-9 pm
2. Discussion of Data Analysis & Policy Direction: June 14, 1-4 pm

6. ANALYSIS – PHASE II

- Write up a draft document for feedback and review by the June Lake CAC/community. Multiple drafts may be needed, and how we proceed from here depends on the discussion at this point in time.
- Meeting date: June 28, 6-9 pm

7. FINAL DECISION

- The ultimate decision will be based on recommendations of the JLCAC and Planning Commission, with the final decision by the BOS.
- Meeting Dates:
 1. Planning Commission: July 20 (or August 17)
 2. Board of Supervisors: August 8 or 15 (or Sept. 5 or 12)



ORDINANCE NO. ORD17-__

**AN INTERIM ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
EXTENDING THE TEMPORARY MORATORIUM SUSPENDING THE
ESTABLISHMENT OF TYPE II SHORT-TERM VACATION
RENTALS WITHIN THE UNINCORPORATED AREAS OF
MONO COUNTY AS AUTHORIZED BY CHAPTER 25
OF THE MONO COUNTY GENERAL PLAN**

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, following a public hearing on March 14, 2017, the Mono County Board of Supervisors, approved an addendum to the 2016 General Plan EIR and General Plan Amendment 17-01 Part B, which revised Chapter 25 providing for the establishment of transient rental overlay districts (see Resolution R17-24 attached herein as Exhibit 1 and incorporated by reference); and

WHEREAS, subsequent to approving Resolution R17-24, and in order to preserve the status quo within the unincorporated areas of the County while staff and decision makers analyze and consider additional modifications to Chapter 25 to address the identified concerns, the Board of Supervisors approved Ordinance No. ORD17-04 temporarily suspending the establishment of Type II Short-Term vacation rentals (not owner-occupied), as described in Chapter 25, within the unincorporated areas of the County (attached herein as Exhibit 2 and incorporated by reference); and

WHEREAS, the Board now wishes to extend the restrictions imposed by ORD 17-04, for the maximum amount allowed by law (10 months and 15 days, or until February 26, 2018) unless sooner terminated by the Board or further extended as allowed by law:

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: There is a current and immediate threat to the public health, safety and welfare as a result of the approval of Type II Short-Term vacation rentals (not owner-occupied) within the unincorporated areas of the County, as specified below, and such approvals must be temporarily suspended in order to protect the public safety, health, and welfare.

- A. In some residential areas of the County currently eligible for Type II rental designations, roads are not regularly maintained and/or plowed and can be steep and icy in winter. Because those individuals utilizing short-term rentals are not local residents, they are often unskilled at navigating snowy conditions. The approval of Type II rentals in areas such as these presents a safety hazard to users – particularly those arriving at night and lacking snow driving skills or experience.
- B. In certain areas of the County, residents have expressed that they experience harm to their sense of well-being and personal welfare as a result of the possibility that a Type II rental could be established in their neighborhood. This may reflect an incompatibility between certain neighborhoods or communities and transient rental activity.

1 **SECTION TWO:** The moratorium on establishment of Type II rentals within the
2 unincorporated areas of Mono County, as authorized by Chapter 25, is hereby extended, to allow for
3 the proper study of modifications and/or alternatives to the current system to address the issues
4 described above and other matters, as directed by the Board on March 14, 2017 and/or further directed
5 on April 11, 2014.

6 **SECTION THREE:** During the suspension on the establishment of Type II rentals created by
7 ORD17-04 and extended hereby, staff shall identify and analyze those areas within the County
8 currently eligible for such designation, evaluate the above concerns, and any other relevant issues
9 associated with the establishment or operation of Type II rentals within the County, and develop
10 recommendation(s) for the Board regarding the possible modification of Chapter 25 of the Mono
11 County General Plan.

12 **SECTION FOUR:** This ordinance shall become effective upon adoption as an urgency
13 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless
14 extended as allowed by law, or earlier terminated, for 10 months and 15 days (until February 26, 2018).
15 The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary
16 thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the
17 date of its adoption.

18 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2017, by the
19 following vote, to wit:

20 **AYES:**
21 **NOES:**
22 **ABSENT:**
23 **ABSTAIN:**

24 _____
25 Stacy Corless, Chair
26 Mono County Board of Supervisors

27 ATTEST:

28 APPROVED AS TO FORM:

Clerk of the Board

County Counsel



RESOLUTION R17- 24

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN
ADDENDUM TO THE 2015 GENERAL PLAN EIR AND APPROVING GENERAL PLAN
AMENDMENT 17-01 PART B, REVISIONS TO CHAPTER 25 PERTAINING
TO TRANSIENT RENTAL OVERLAY DISTRICTS**

WHEREAS, the Community Development Department conducted public outreach via the RPACs (Regional Planning Advisory Committees), the June Lake CAC (Citizens Advisory Committee), and others for the purpose of identifying potential changes to transient rental regulations and other issues within the Mono County General Plan in need of update or revision; and

WHEREAS, on November 17 and December 15, 2016, the Planning Commission held duly-noticed public hearings regarding the 2016 General Plan Updates (Part A) and related Changes to Chapter 25 on Transient Rentals (Part B) (hereinafter referred to as GPA 17-01, Part A and Part B), and approved Resolutions R16-01 & R16-02 recommending that the Board approve the General Plan Amendment; and

WHEREAS, in accordance with the requirements of the CEQA (California Environmental Quality Act), an addendum to the 2015 General Plan EIR (Environmental Impact Report) has been prepared and is recommended for approval by the Planning Commission; and

WHEREAS, having reviewed and considered all the information and evidence presented to it, including the recommendation of the Planning Commission, public testimony including public testimony heard on March 7th 2017 during the duly-noticed public hearing, written comments, the addenda to the Final EIR, and staff reports and presentations, the Board of Supervisors now wishes to make required findings, approving the addendum to the 2015 FEIR (Final Environmental Impact Report) and adopting General Plan Amendment 17-01, Part B, which is attached as an exhibit and incorporated by this reference.

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION ONE: An addendum to the Final Environmental Impact Report is the appropriate level of environmental review of the proposed General Plan Amendment under CEQA. CEQA Guidelines Section 15164 (a) provides that “the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” and the Board of Supervisors finds that these General Plan changes do not trigger further analysis under CEQA Guidelines Section 15162 (as more fully described in the addendum); the addendum to the Final EIR has been prepared for the proposed General Plan Amendment in compliance with CEQA; and that this approval reflects the County’s independent judgment and analysis.

SECTION TWO: The Board hereby approves the addendum to the 2015 General Plan EIR.

1 **SECTION THREE:** The Board of Supervisors further finds that the General Plan Amendment,
2 including all text and map changes to the Land Use Element of the Mono County General Plan, pertaining
3 to Type I Rentals (owner occupied), which are attached hereto as Exhibit A and incorporated herein by
4 reference, is consistent with the General Plan and all applicable area plans, and hereby adopts the portions
5 of the GPA 17-01, Part B pertaining to Type I rentals.

6 **SECTION FOUR:** The Board of Supervisors further finds that the General Plan Amendment,
7 including all text and map changes to the Land Use Element of the Mono County General Plan, pertaining
8 to Type II Rentals (not owner occupied), which are attached hereto as Exhibit A and incorporated herein
9 by reference, is consistent with the General Plan and all applicable area plans, and hereby adopts the
10 portions of the GPA 17-01, Part B pertaining to Type II rentals.

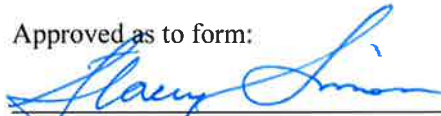
11 **PASSED AND ADOPTED THIS 14TH DAY OF MARCH 2017, BY THE FOLLOWING VOTE:**

12 **AYES: Supervisors Corless, Gardner, Peters, and Stump.**
13 **NOES: Supervisor Johnston.**
14 **ABSENT: None.**
15 **ABSTAIN: None.**

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18 _____
19 Stacy Corless, Chair

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Attest:


Clerk of the Board

Approved as to form:


County Counsel

(Clean version with proposed revisions)

DEVELOPMENT STANDARDS

CHAPTER 25 – SHORT-TERM RENTAL

Sections:

25.010	Intent.
25.020	Establishment of Type I Short-term Rental: Owner-Occupied.
25.030	Establishment of Type II Short-term Rental: Not Owner-Occupied.
25.040	Notice requirements.
25.050	Uses permitted.
25.060	Uses permitted subject to director review
25.070	Uses permitted subject to use permit
25.080	Additional requirements

25.010 Intent.

In recognition of the demand by visitors for diverse lodging options, this chapter is intended to establish a process to permit short-term rentals for single-family units that do not exhibit reasonable opposition by neighbors who may be directly affected, and when consistent with applicable Area Plan policies.¹

25.020 Establishment of Type I Short-Term Rental: Owner-Occupied

Type I short-term rentals are owner-occupied or associated with an owner-occupied principal residence. This rental includes an entire dwelling unit or, if only part of the unit, includes at a minimum a sleeping room (with shared full bathroom). Rental is limited to a single party of individuals, and the owner is required to be present during the rental. The short-term rental use may be permitted for any single-family unit having land use designation(s) of SFR, ER, RR, MFR-L or RMH subject to Use Permit, if consistent with applicable Area Plan policies.¹ Fees for appeal of Type I Use Permit decisions shall be waived.

25.030 Establishment of Type II Short-Term Rental: Not Owner-Occupied

Type II short-term rentals include rental of an entire dwelling unit that is not concurrently occupied by the owner or on the same parcel as a principal residence concurrently occupied by the owner. The short-term rental use may be established on any parcel (or group of parcels) with a single-family unit,, meeting the requirements of 25.060, and having land use designation(s) of SFR, ER, RR, MFR-L or RMH. The short-term rental must be consistent with applicable Area Plan policies,¹ must exhibit no reasonable opposition from neighbors within 500 ft. of the subject parcel, and must have adequate year-round access.

In addition to the requirements of this chapter, initiation and application for a Type II short-term rental shall be processed in the same manner as any land use redesignation (see Ch. 48, Amendments I. General Plan Map/Land Use Designation Amendments). The land use

¹ The June Lake Area Plan will be revised shortly after the adoption of this chapter to identify appropriate areas for short-term rentals. Until the Area Plan revision is complete, no short-term rental applications shall be processed for June Lake. After Area Plan revision, applications can be accepted and evaluated for consistency with June Lake Area Plan policies per 25.010, 25.020, and 25.030.

designation followed by the letters STR (e.g., SFR-STR) would indicate a Type II short-term rental is permitted.

25.040 Notice requirements.

- A. Notice shall be given to owners of surrounding properties and published in a newspaper of general circulation 30 days in advance of a public hearing.
- B. "Surrounding property," for the purposes of this planning permit, shall be defined as those properties that fall within a 500-foot radius drawn from the nearest limits of the parcel that is subject of the land use application. If a property is located more than 500 feet from the boundary of the parcel, but may be directly affected by any land use application on the subject parcel, then that property owner may also be noticed. Further, any property owners, regardless of their location or proximity to the parcel subject to a land use application, may receive notice as long as they submit their request in writing to the Planning Division more than 10 days in advance of the hearing. Such notice shall be given to those properties at least 20 days in advance of the hearing by mail to all persons whose names and addresses appear on the latest adopted tax roll of the County.

25.050 Uses permitted.

The following uses shall be permitted with a short-term rental approval, plus such other uses as the commission finds to be similar and not more obnoxious or detrimental to the public safety, health and welfare:

- A. All uses permitted in the underlying land use designation.
- B. Where the principal use of the subject parcel(s) is single-family or multi-family residential, the residence or any accessory dwelling unit on the parcel(s) may be rented on a short-term basis subject to the requirements of 25.070.

25.060 Uses permitted subject to director review.

All uses permitted subject to director review in the underlying land use designation with which the short-term rental is combined shall be permitted, subject to director review approval.

25.070 Uses permitted subject to use permit.

All uses permitted subject to use permit in the underlying land use designation with which the short-term rental is combined shall be permitted, subject to use permit approval.

25.080 Additional requirements.

Any person or entity that leases, rents, or otherwise makes available for compensation, a single-family or multi-family residence located within an approved short-term rental established by this chapter, for a period of less than thirty (30) days, must first obtain a vacation home rental permit and comply with all applicable requirements of that permit, as set forth in Chapter 26, Transient Rental Standards and Enforcement.

Parcels located within conditional development zones (avalanche) shall not be allowed short-term rentals during the avalanche season, November 1 through April 15.



1
2 **ORDINANCE NO. ORD17-04**

3 **AN INTERIM ORDINANCE OF THE MONO COUNTY**
4 **BOARD OF SUPERVISORS TEMPORARILY SUSPENDING**
5 **THE ESTABLISHMENT OF TRANSIENT RENTAL**
6 **OVERLAY DISTRICTS IN MONO COUNTY**

7 **WHEREAS**, Government Code section 65858 authorizes the adoption of an interim ordinance
8 as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan,
9 specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning
10 department is considering or studying or intends to study within a reasonable time, when necessary to
11 protect the public safety, health, and welfare; and

12 **WHEREAS**, at public hearings before the Planning Commission and Board of Supervisors
13 held on November 12, 2105 and December 8, 2015, respectively, various community members
14 expressed a number of concerns related to the creation of Transient Rental Overlay Districts (TRODs)¹
15 within the County, and the Board of Supervisors scheduled a joint workshop with the Planning
16 Commission to evaluate the TROD system (found at Chapters 25 and 26 of the Mono County General
17 Plan); and

18 **WHEREAS**, at the joint workshop, held on February 11, 2016, the Board and Commission
19 heard additional information and detail regarding community concerns related to the establishment of
20 new TRODs and directed Community Development Department staff to analyze and report back
21 regarding possible modifications to the TROD system to address those issues; and

22 **WHEREAS**, at public hearings before the Planning Commission and Board of Supervisors
23 held on December 15, 2016, March 7, 2017 and March 14, 2017, respectively, various individuals
24 expressed continued concerns related to the creation of Transient Rental Overlay Districts within the
25 County (Type II (non-owner occupied)); and

26 **WHEREAS**, in order to preserve the status quo within the unincorporated areas of the County
27 while staff and decision makers analyze and consider modifications to Chapter 25 to address the
28 identified concerns, the Board of Supervisors desires to temporarily suspend the establishment of
TRODs (specifically Type II transient rentals as described in Chapter 25) 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: There is a current and immediate threat to the public health, safety and
welfare as a result of the approval of Type II Transient Rental Overlay Districts (TRODs) within the
unincorporated areas of the County, as specified below, and such approvals must be temporarily
suspended in order to protect the public safety, health, and welfare.

- A. In some residential areas of the County currently eligible for TROD designation, roads are
not regularly maintained and/or plowed and can be steep and icy in winter. Because those
individuals utilizing short-term rentals are not local residents, they are often unskilled at
navigating snowy conditions. The approval of TRODs in areas such as these presents a
safety hazard to users – particularly those arriving at night and lacking snow driving skills
or experience.

¹ Note that the term Transient Rental Overlay District has been replaced with the term “short-term rental”. Accordingly, all
references in this ordinance to Transient Rental Overlay Districts (or TRODs) shall mean short-term vacation rentals.

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B. In certain areas of the County, residents have expressed that they experience harm to their sense of well-being and personal welfare as a result of the possibility that a TROD could be established in their neighborhood. This may reflect an incompatibility between certain neighborhoods or communities and transient rental activity.

SECTION TWO: The establishment of Type II TRODs (not-owner occupied) within the unincorporated areas of Mono County, as authorized by Chapter 25, is hereby suspended, to allow for the proper study of modifications and/or alternatives to the current system to address the issues described above and other matters, as directed by the Board on March 7, 2017.

SECTION THREE: During the suspension on the establishment of new TRODs created by this ordinance, staff shall identify and analyze those areas within the County currently eligible for TROD designation, evaluate the above concerns, and any other relevant issues associated with the establishment or operation of TRODs or transient rentals within the County, and develop recommendation(s) for the Board regarding the possible modification of Chapter 25 of the Mono County General Plan.

SECTION FOUR: This ordinance shall become effective upon adoption as an urgency measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED, APPROVED and ADOPTED this 14th day of March, 2017, by the following vote, to wit:


AYES: Supervisors Corless, Gardner, Peters, and Stump.
NOES: Supervisors Johnston.
ABSENT: None.
ABSTAIN: None.



Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


County Counsel