



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 May 5, 2015

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on April 7, 2015.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the regular meeting held on April 14, 2015.

C. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on April 21, 2015.

3. RECOGNITIONS

A. Resolution of Appreciation for Ron Achten

Departments: Board of Supervisors

A Resolution of Appreciation by the Mono County Board of Supervisors for Ron Achten recognizing his years of service to the Chalfant Valley Fire Department and the Chalfant Community.

Recommended Action: Approve proposed resolution.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Amendment to License and Agreement with Skyway Towers, LLC

Departments: Solid Waste, Information Technology, County Counsel

Proposed amendment to License and Agreement with Skyway Towers, LLC pertaining to the use of County property as a telecommunications site. Amendment modifies manner and location of access to licensed premises.

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

Fiscal Impact: None.

B. Updated House and Property Numbering Ordinance

Departments: County Counsel; Information Technology

Adopt Ordinance #ORD 15- of the Mono County Board of Supervisors Amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering.

Recommended Action: Adopt proposed ordinance #ORD15-_____, amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering. Provide any desired direction to staff.

Fiscal Impact: None.

C. Authorization for IT to Purchase Replacement Storage Device

Departments: Information Technology; Finance

Information Technology is seeking Board approval for the purchase of a replacement Storage Area Network (SAN) data storage device for Bridgeport data center as the existing infrastructure has reached end of life. The amount is fully covered by existing money within the IT budget but the purchase amount of \$22,893.75 requires Board authorization to make.

Recommended Action: Approve the purchase of a new EMC VNXe3200 SAN device to replace an existing one which has reached end of life.

Fiscal Impact: \$22,893.75 which is fully covered by the IT budget.

D. Wheeler Crest Design Review Ordinance Amendment

Departments: Community Development

Proposed ordinance 15-88 amending Ordinance 91-07, which established a design review committee for the Wheeler Crest Planning Area, in order to modify membership criteria.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: Minimal fiscal impact from staff time to implement revised ordinance.

E. Electronic Monitoring Service Agreement

Departments: Probation

Proposed contract with BI Incorporated pertaining to Electronic Monitoring Service for the Probation Department.

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

Fiscal Impact: None. This replaces an existing contract that is already included in budget.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Fish and Game Commission

Departments: Clerk of the Board

Notice from the Fish and Game Commission dated April 24, 2015 regarding the prohibition on the use of lead projectiles and ammunition using lead projectiles for the take of wildlife with firearms.

9. REGULAR AGENDA - MORNING

A. Letter of Support for Peter Pumphrey Re-appointment to Lahontan Water Board

Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(Supervisor Fred Stump and Peter Pumphrey) - Discussion and potential action by the Board to send a letter of support to Governor Brown for the re-appointment of Mono County resident Peter Pumphrey to the Lahontan Water Quality Control Board.

Recommended Action: Review draft letter; direct Chair of Board to sign and County staff to send letter of support.

Fiscal Impact: There is no fiscal impact from sending a letter of support.

B. Emergency Withdrawal from Reserves and Budget Approval

Departments: CAO, Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Roberta Reed) - Discussion and potential withdrawal of money from reserves to cover the costs the "Round Fire" emergency that occurred during the period of 2/6/15 through 2/12/15 and approving associated budgets.

Recommended Action: 1. Approve and authorize proposed resolution appropriating and transferring \$218,389 from General Reserves to Fund 191 (Feb

2015 Wind/Fire Storm Fund) to cover the costs of the declared emergency as a result of the February 2015 Wind and Fire Storm known and recognized by the State as the "Round Fire;" (4/5 vote required) and 2. Approve and authorize the proposed Disaster Fund budget and revised General Reserve budget (4/5 vote required).

Fiscal Impact: The result of approving the proposed resolution and budgets will reduce general reserves by \$218,389.

C. Sheriff Vehicle Replacements

Departments: Public Works and Sheriff

30 minutes (10 minute presentation; 20 minute discussion)

(Jeff Walters) - The Mono County Sheriff's Department is requesting replacement of five existing vehicles with five 2015 Chevrolet Tahoe 4WD Police Patrol Vehicles (PPV's).

Recommended Action: Authorize Public Works Director to purchase five new Chevrolet Tahoe PPV's for the Mono County Sheriff's Department. Provide any desired direction to staff.

Fiscal Impact: Not to exceed \$320,000 out of Motor Pool. There are sufficient funds available in Motor Pool to cover the purchase. Motor Pool rates for these vehicles will increase \$.40 per mile and will result in increased Motor Pool charges to the Sheriff's budget of approximately \$50,000 per year.

D. Cooperative Forest Road Agreement with Inyo National Forest and Road Project Agreement for June Lake Streets Rehabilitation Project

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - The proposed agreements will provide interim right-of-way documentation and a framework for cooperation with the Inyo National Forest for County-maintained roads that are on Forest lands and do not have a more formal right-of-way easement.

Recommended Action: Approve County entry into proposed Cooperative Forest Road Agreement and Road Project Agreement for the June Lake Streets Rehabilitation Project and authorize the Public Works Director to execute and administer said agreements on behalf of the County. Authorize the Public Works Director to review and approve modifications to Schedule A of the Cooperative Forest Road Agreement, and associated Maintenance Plan, on behalf of the County from time to time. Provide any other desired direction to staff.

Fiscal Impact: The Cooperative Forest Road Agreement will have negligible long term fiscal impacts on the Road Fund because the roads included are already in the County's Maintained Mileage. The County currently maintains these roads and receives gas tax revenues for them. The Road Project Agreement for the June Lake Streets Rehabilitation Project will have negligible fiscal impacts because it allows the County to receive approximately \$180,000 of funding from the Inyo National Forest in exchange for additional paving work near June Lake beach.

E. Contract Amendment with Triad-Holmes Associates for Engineering, Inspection, and Surveying Services

Departments: Public Works

10 minutes (5 minutes presentation, 5 minutes discussion)

(Garrett Higerd) - 2014-15 Budget Amendment to recognize Additional Revenue Sources for June Lake Streets Rehabilitation Project and Contract Amendment with Triad-Holmes Associates.

Recommended Action: 1. Approve 2014-15 budget changes to accommodate contract change orders as follows: Amend the Fiscal Year 2014-15 State and Federal Construction Budget (fund 701) to Increase revenue in Other Government Agencies (1590) by \$174,105, increase revenues in Operating Transfers In (1810) by \$147,597 and increase expenditures in Land & Improvements: June Lake Streets (5201) by \$321,702. Also, Increase Operating Transfers Out from the June Lake Storm Drain Fund by \$83,597 and from the June Lake Major Thoroughfare Fund by \$64,000. There is sufficient fund balance in both of these funds to cover this action. 2. Amend “as-needed” contract with Triad-Holmes Associates for engineering, inspection, and surveying services to increase the contract limit from \$250,000 to \$300,000 to allow for additional work to be completed on the June Lake Streets Rehabilitation project.

Fiscal Impact: The June Lake Streets Rehabilitation Project is primarily funded by the State Transportation Improvement Program (\$3,415,400). Other funding sources include the Inyo National Forest (\$174,105), June Lake Storm Drainage Fund (\$83,597), and the June Lake Major Thoroughfare Fund (\$64,000). Contractor payments will not impact the General Fund. Of the \$50,000 Triad-Holmes Associates contract increase, \$34,262 will be used for the June Lake Street Rehabilitation project and will be funded by external funding sources.

F. Rock Creek Road Temporary Construction Closures

Departments: Public Works

10 minutes (5 minute presentation; 5 minutes discussion)

(Garrett Higerd) - The Department of Public Works has received a request from the Federal Highways Administration (FHWA) to close Rock Creek Road to allow for heavy construction on five arch culverts, which is scheduled to take place on the following days:

May 27, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)

May 28, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)

May 29, 2015 – 8:00 AM to 12:00 PM (4 hour delay)

Recommended Action: 1. Receive staff report regarding construction on Rock Creek Road; 2. Consider and potentially adopt Resolution No. R15- , “A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Rock Creek Road.” 3. Provide any desired direction to staff.

Fiscal Impact: None. The Rock Creek Road Reconstruction Project is fully funded

by the Federal Lands Access Program.

G. Hiring Freeze Variance - Solid Waste Maintenance Worker

Departments: Solid Waste Division of Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Tony Dublino) - Consider hiring freeze variance to fill Solid Waste Maintenance Worker position to facilitate anticipated recycling and diversion needs.

Recommended Action: Approve hiring freeze variance and authorize Solid Waste Superintendent to proceed with recruitment. Provide any desired direction to staff.

Fiscal Impact: Solid Waste Maintenance Worker – Range 59 Step B – The total cost for the remainder of Fiscal Year 14-15 is salary \$7438.00 and benefits \$5772.00. For the full Fiscal Year the salary is \$44,628.00 and the benefits are \$36,918.00. There is sufficient appropriation in the 14-15 Solid Waste budget.

H. Agreement for Special Counsel Services (Brett Price)

Departments: County Counsel, Assessor

10 minutes (5 minute presentation; 5 minute discussion)

(Marshall Rudolph, Barry Beck) - Proposed Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price.

Recommended Action: Approve County entry into proposed Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price. Authorize Board Chair to sign said Agreement on behalf of the County.

Fiscal Impact: None. Entry into the Agreement does not obligate the County to utilize special counsel services. Funding for such services (if utilized) is already in the Assessor's budget.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

C. Closed Session - Conference With Legal Counsel

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

D. Closed Session - Conference with Legal Counsel

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

E. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group LLC v. Mono County et al.

F. Closed Session - Conference with Legal Counsel

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

REGULAR AFTERNOON SESSION COMMENCES AT 1:30 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. Board of Supervisors Ad Hoc Emergency Medical Services Committee

Departments: Emergency Medical Services

25 minutes (10 minute presentation; 15 minute discussion)

(Rob DeForrest, EMS Manager) - The Board of Supervisors will discuss and potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Medical Services Committee.

Recommended Action: Approve the membership of the Ad Hoc Emergency Medical Services Committee, finalize the scope of work and give any further needed direction to staff.

Fiscal Impact: None.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on April 7, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft Minutes 04-07-2015](#)

History

Time	Who	Approval
4/20/2015 3:41 PM	County Administrative Office	Yes
4/28/2015 4:18 PM	County Counsel	Yes
4/22/2015 5:43 PM	Finance	Yes



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

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

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

**Regular Meeting
April 7, 2015**

Flash Drive	#1001
Minute Orders	M15-66 to M15-77
Resolutions	R15-22 to R15-24
Ordinance	Ord15-03 not used

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

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

*Break: 10:30
Reconvene:10:40
Closed Session:12:52
Reconvene:2:35
Closed Session: 2:42
Adjourn:3:20*

Pledge of Allegiance led by Supervisor Fesko

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Carolyn Davis:

- President Obama pushing fast-track legislation on trans-pacific (TPP) trade agreement being negotiated in secret. Undermines existing legal protections regarding foreign corporations. Undermines local sovereignty. Requested Board send letter of opposition.

2. APPROVAL OF MINUTES

A. Board Minutes

Note

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

Departments: Clerk of the Board

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

Corless moved; Johnston seconded

Vote: 5 yes; 0 no

M15-66

Supervisor Fesko:

- On pg 3 of draft minutes, change “mid-day” to “mid-year”
- On pg 6 of draft minutes, change first bullet to read “For the next budget session, we need to see about funding for the position that we were not able to fund at mid-year”.

B. Board Minutes

Departments: Clerk of the Board

Action: Approve minutes of the Regular Meeting held on March 17, 2015, as corrected.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M15-67

Supervisor Johnston:

- On pg 2 of draft minutes, change “Jeffrey Winger (owns Bridgeport Reservoir)” to “Jeffrey Winger (owns Bridgeport Marina and RV Park)”.
- On pg 16 of draft minutes, change “discussion about sewage” to “discussion about extension of sewer service to Sierra Business Park”.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 3/18 - Attended Harassment Training held at the LeeVining Community Center along with many County employees.
- 3/20 - Attended the COG meeting held in Suite Z in Mammoth Lakes and testified in regards to State, County and private trout stocking issues in the eastern Sierra.
- 3/20 - Attended the ESTA Board held in Suite Z in Mammoth. A report on the FY 2013/14 audited financial statements was presented by Auditor-Controller, Amy Shepherd. The report had no findings (no problems with ESTA's accounting practices) and indicated that ESTA supplemented its fund balances by \$750,000 for the year. The ESTA Board indicated by consensus that it was uncomfortable approving the Mono County BOS' request that non-elected officials be able to be named to serve as ESTA Directors. The ESTA Board indicated that it was entrusted with making decisions affecting significant transit dollars and that it felt this was an appropriate duty of the elected officials of ESTA's member entities. The ESTA Directors asked to refer the request back to the Mono County BOS for further consideration.

The Board approved 2 new policies:

A policy to allow for service additions that are paid for in whole or part by a third party (e.g. request for late night service in Bishop on St. Patrick's Day)

A policy to begin setting aside monies to serve as matching funds in the future years for

Note

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- vehicle replacement funding.
- 3/25 - Attended the Lee Vining Chamber of Commerce meeting held at the LVCC. The 2 issues of concern was the early opening of Caltrans Hwys 120 and the north end of 158, and when the NPS will open the Tioga Road for the 2015 season. After a followup with Caltrans and the NPS, was informed that the Park will announce soon another early opening date. Caltrans will be considering a second closure gate at the north end of Hwy 158 (JL Loop road). In dry years, this would provide for early access to recreation areas in and around Parker Lake.
- 4/2 - Attended the Mono County Tourism Commission meeting held at the June Lake Community Center. Alicia and Jeff updated the Commission on the trout stocking schedule for the 2015 season. They also updated the Commission on the County's engagement with various Outdoor Sport shows around California and Nevada.

Supervisor Corless:

- Town-County Liaison: presentation regarding EIFD (Enhanced Infrastructure Improvement District), updates on solid waste, airport; discussion of regular presentations at our meetings. Would like to invite council to present at Mammoth meeting on 4/21 or at May meeting in Mammoth, and has offered to report at town Council in May.
- ESCOG: at both, interest in regional solutions, and we need to keep this moving forward.
- 4/1 Town Council meeting: big issue was moving the ice rink, potentially to Mammoth Creek Park; stopped by the fisheries commission and heard a presentation by Andrew Skaggs of Cal Trout.
- Listened in to some of the Ormat/MCWD hearing last Wednesday and Thursday. Heart of the case is the role of the Long Valley Hydrologic Advisory Committee. Looking at info on the county site, that committee could use some attention. Regardless the outcome, it would serve the county well to take a look at the role of that committee and make available to the public as much information as possible to assure the safety of Mammoth's drinking water. Speaking of MCWD, they have imposed level III water restrictions, outdoor irrigation only allowed 2x per week.
- Mammoth Forward/Town Hall meeting plans: April 28 Town Hall, presented by Mammoth Forward in the style/format of Elizabeth Tenney's Eastside know-how, hope to hold quarterly meetings, see if there is interest that develops for a Mammoth advisory committee.
- Congratulations to Jenny Senior in county counsel's office for her 3rd place finish in the Ezakimak run on Mammoth Mtn 4/4 (reverse Kamikaze from Main Lodge to Mammoth Mtn).

Supervisor Fesko:

- March 17-18th – Headed over to Sacramento to attend the RCRC Board of Directors meeting. CAO Leddy has sent out with his weekly Board report with a letter from RCRC overiewing the items of interest at this meeting.
- March 20-23 – Attended the Reno Off-Road Show on behalf of the Northern Mono Chamber of Commerce and the Eastern Sierra Jamboree. The show was well attended with late Saturday and Sunday afternoons the busiest. Was positioned directly next to the Mono County Tourism's booth that was manned by volunteers Pam Hamic and Chris Long. Thank you ladies for all of your help! Of anyone that he has ever seen work a show, Pam hands out more material (Touring Guide, Maps, Calendars, etc.) than anyone. Great job Pam!
- March 23 – Held Town Hall meeting in Walker to discuss the County's mid-year budget and the EMS program. The meeting was attended by ~80 people. His goal was to educate the public on the EMS program and believes that he achieved that goal. The meeting and material that was presented helped start a dialog about this very important program. Many ideas have already started to come in from the public. Wants to Thank staff for their help in putting together a lot of this information: Leslie Chapman, Rob

Note

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- Deforrest, Lynda Salcido, and many others. Supervisor Fred Stump attended the meeting and helped keep the meeting moving and on topic. Thank you Supervisor Stump! Overall the meeting was a success. The interest in getting this program fiscally sustainable has increased dramatically. Distributed handouts to be attached.
- March 26th – Meet with some constituents who had further questions regarding the EMS program. Several ideas were presented by them.
 - March 28th – Celebrated Fred and Jean Harris' 64th wedding anniversary. Congratulations to Fred and Jean Harris of Topaz California.
 - March 30th – Attended Airport Land Use Committee (ALUC). The committee had not met for quite some time so there was a lot of catching up on. After the meeting, met with Pat Foster with Hot Creek Aviation and received a tour on the General Aviation side of the Mammoth Yosemite Airport. Also had a tour of the Commercial side of the airport with Brian Picken, Airport and Transportation manager. Toured the current buildings, discussed their short comings and discussed future plans. Drove the airport grounds including a drive down the runway. A special Thanks to both Brian Picken and Pat Foster for their time.
 - April 1st – Attended the ARC meeting. Shannon does a great job keeping these meetings on target and concise. Helen Nunn has started in the Clerk's Office and attended her first ARC meeting. Welcome Helen!
 - Recognized EMS Staff for recognition and quarterly award.
 - April 2nd – Attended the Antelope Valley RPAC. Discussion took place regarding the naming of the almost completed Mtn Gate Park (this will come up before the Board next week). Update on the status of a potential Pet Park in Walker and more discussion on trails in the valley.
 - April 4th – Attended the Antelope Valley Lions Club's annual Cow Pasture golf tournament at the Giorgi Ranch in Topaz California. There were ~90 golfers spread out over two 9-hole courses. These brave souls put up with some nasty winds throughout the day. Of course if the wind was at your back, one could get some great distance on a drive! As always, the best part is the food and the Lions sure know how to put out some great food! Thanks to his teammates for the day, Brett Walters, Ted Carleton, Dave Giorgi and Mike Giorgi.

Supervisor Johnston:

- Attended the Harassment training on March 18
- Attended the ESCOG meeting on March 20
- Attended the IMACA meeting on March 26. Considered various items including revised agenda format, committee and department reports, and upcoming housing upgrade reports.
- Noted the current court case of the water district vs. Great Basin Air Pollution Control District and others.
- LTC will be considering opening the east side of Tioga Pass at their next meeting.
- Great Basin UAPCD will be meeting April 8 to appoint Phil Kiddoo as the new Director.
- Attended the Mammoth Lakes Housing board meeting on April 6. The board is working on comments regarding proposed amendments to the Town's Housing Ordinance.
- Attended the joint meeting of Mammoth Lakes Housing and the Town Planning and Economic Development Commission regarding proposed amendments to the Town's Housing Ordinance.
- Attended the Banf Film Festival in Bishop – very inspiring and well attended.

Supervisor Stump:

- 3-19 Attended Harassment Training in Lee Vining
- 3-20 Attended Town / County meeting
- 3-22 Attended a Community Pot Luck in Paradise - nice Community
- 3-23 Attended a community meeting in Walker about Paramedics - compliments to Supervisor Fesko on his material preparation and meeting management

Note

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- 3-24 Attended CSA 1 - Thanks to Vianey White, Courtney Weiche, and Scott Burns for their attendance and help with potential skate park planning and Crowley Lake Community Center site plan use permit update
- 3-36 With Supervisor Corless, Sheriff Braun, and County staff received a presentation from Sue Burak on County avalanche hazards
- 3-26 Attended the regular budget review meeting between finance, program management, and representatives from the Paramedic Association. These have been regular meetings since the beginning of this fiscal year
- 3-27 Held a conference call with Sally Miller of the Wilderness Society and Scott Burns about an electrical grid project in Nevada that could impact Mono. Letter of support was requested, answer was no without a presentation to the Board
- 3-30 Attended the Airport Land Use Commission. Acted as temporary Chair until a permanent one can be designated
- 4-1 Visited the project at the Chalfant park baseball field. Project coming along nicely. Thanks to all Public Works Staff involved for their attention to detail. Also saw the new speed advisement signs installed by Cal Trans to advise Hwy 6 drivers to slow down through the Community. Thanks to Cal Trans
- 4-3 Attended the OES briefing in Lee Vining. Topic was how to apply for 75% funding to repair damage caused during the 2-6 wind/fire events and cost recovery for emergency response expenditures incurred through 2-12. Funding is available because of disaster declaration
- 4-4 Discussions with Esmeralda County Commissioner Ralph Keyes. We both represent Fish Lake Valley. Primary topic was water. Commissioner Keyes is also a constituent since he owns property in Mono County. He asked for updates as the 2014 California Water Law process moves forward.
- 4-6 Attended LDTAC. Issue regarding Crowley Lake Community Center Planning process and auto storage in Walker.
- 4-7 Met with OES re: Swall Meadows cleanup. The State has some cost overruns but Melinda assured him that it won't affect our cleanup. 6 teams now working in Swall instead of 4.
- Got email from Peter Pumphries re: Lahonton appt. He serves on County Water Board, Stump is happy to write a letter to the governor to reappoint him to the Board, and asked the Board of Supervisors to write a letter as well. Would like this agendized for the future.
- EMS – each member should have copy of operating agreement. Last 5 years financials, staff report re: exclusive operating area if we do RFP on program, role ICEMA plays, historic service rights info. Current MOU with Paramedics, FLSA 80/20 rule, legal opinion on steps to control overtime under MOU, teleconference after initial meetings. Appoint employee rep w/3 years' experience, outside experience, multiple stations in Mono County. Would like to see agendized.
- PEPRA has not been resolved re: retirees serving on boards.
- Round fire cleanup should be finished 3rd week of April.

Brief comments on EMS Committee - items are seen as promoting the chances of Committee success - material each committee member should have and review preferably prior to the first meeting although it could be handed out at the first meeting:

- Read the EOA - need electronic version
- Read the Fitch report - need electronic version
- Review the last 5 years of program financials. Current funding sources.
- Staff report covering what happens to the EOA if Mono County decides to go RFP, the role of ICEMA in the RFP process, and if there are historic service rights included in the EOA
- Read the current MOU. Read applicable sections of the Fair Labor Standards Act including the 80/20 rule that governs when overtime payment is required

Note

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- Have a staff report on the financial implications of the loss of CTO starting 7-15 and the other triggers in the MOU if activated in 7-16. Have a legal opinion on what additional steps to control overtime can be taken within the current MOU
- Since 9 committee members are not County Staff, including Dr. Johnson and himself, make the meetings as convenient as possible by utilizing tele-conference infrastructure between Bridgeport and Mammoth. This would be after one or two face to face organizational meetings. This would provide the least inconvenience to the volunteers serving on the committee and could ensure the participation of some who might otherwise opt out
- The Board should appoint the representative from the employee group. The appointee should have at least three years, preferably five, experience in the program and preferably worked in at least two stations. This would provide an individual with a longer term exposure to the program, peak demand period knowledge, and examples of logistical or other problems that have arisen and their solutions, etc.

Comments on the Government Code sections at conflict about whether a Cal Pers Annuitant can serve as an elected official in Mono County since Mono is a Cal Pers county.

- This affects Supervisors Johnston and Stump; new pension reform act. See above. Potential for reconciliation in June budget. Worst case scenario, immediate resignation of member, or retirement, or work for free. Talk of making this retroactive.

5. COUNTY ADMINISTRATIVE OFFICE

Jim Leddy:

- **March 18, 2015** – Attended AB 1825 Training. 45 people present and strong class hosted by Trindel and coordinated by Risk Manager.
- **March 19, 2015** – South County Employee Round Table in Mammoth.
- **March 19, 2015** – Attended the Town County Liaison Committee Meeting. Received a presentation from Sandra Moberly and Dan Holler on the Town of Mammoth Lakes efforts to create a potential Enhanced Infrastructure Financing District. The District idea will be brought to the Board, most likely on May 19th.
- **March 20, 2015** – Attended the Eastern Sierra Council of Governments Meetings. The Group has new Chair, Inyo County Supervisor Jeff Griffiths as well as new members from the Town of Mammoth Lakes and City of Bishop. Supervisor Corless and Johnston serve on behalf of Mono County. Many discussions about shared service opportunities around ongoing staff level solid waste discussions, economic development and D395 opportunities.
- **March 24, 2015** -- Attended ADA Taskforce meeting. Update on progress being made on projects provided.
- **March 26, 2015** – Participated in the Eastern Sierra Energy Initiative Conference call along with SCE. Call is hosted by Rick Phelps and is ongoing working group focused on energy efficiency efforts in Inyo and Mono Counties, the Town of Mammoth Lakes, and the City of Bishop. Vianey White participates on behalf of the County on ongoing basis.
- **March 27, 2015** – Nate Greenberg, Brandon Schults (Inyo County IT Director) and Inyo County Administrator Kevin Carunchio and I met to hear from Inyo about the Obsidian project. Inyo County is working to design-build the last mile of the broadband network through Inyo County. Unlike Mono County which is relying on private sector development of the final mile, Inyo is looking to a public utility model to produce the final mile and then allow the private sector to provide the programming.
- It was a good conversation about possible methods to leverage both counties as well as efforts in Mammoth and Bishop to provide final mile. Staff will be developing a presentation for the next ESCOG meeting (June 19th).
- **March 30, 2015** -- Met with Deborah Hess and Jon Lum from Southern California Edison (SCE) for annual Circuit reliability review. They provided printed document for

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Supervisory Districts 2, 3 and 4. These documents will be given to Respective County Supervisors on April 7th for their review. John Lum is new SCE rep for Mono County, lives in Mammoth Lakes.

- **March 31, 2015** – Met with Stephen Kalish to discuss Airport issues.
- **April 1, 2015** -- April monthly Management meeting.
- **April 1, 2015** -- ICMA hosted a Strategic Planning Best Practices webinar. Nate Greenberg, Garrett Higerd, Scott Burns and I participated. The 90 minute session reviewed efforts in three other jurisdictions. Mono County's efforts show greater employee engagement than many and continue to garner public feedback through the circulation process.
- **April 2, 2015** -- North County Employee Roundtable. 9 people attended.
- **April 2, 2015** – CSAC hosted their Corrections Issues Forum which they initiated in 2011 to discuss impacts of AB 1-09 and other issues.
- **April 2, 2015** – Attended the Antelope Valley RPAC and had feedback session with attendees garnering pages of Strategic Plan ideas for review.
- **April 3, 2015** – Attended the Cal OES Applicants briefing. Will be working with Roberta Reed to ensure that all of the County's various application materials are submitted by the Cal OES deadline of **April 27th**. A number of other local agencies including the Town of mammoth lakes, the Mammoth lakes Fire Department, the Long Valley Fire Department and Bridgeport Fire.

6. DEPARTMENT/COMMISSION REPORTS

Garrett Higerd:

- CalTransportation commission approved \$584,000 matching funds for Convict Lake Restoration Project. Has already gone to bid. New bike lane and pedestrian facilities. June Lake streets going back into construction mid-May. Rock Creek road construction resuming soon.
- Gas Tax revenue – legislation introduced to stabilize revenues.

Sheriff Ingrid Braun:

- Grand Jury tour underway.
- Best practices review in LA tomorrow re: Napa earthquake.
- Press release on Swall Meadows cycling. Request for no riding Mon-Sat.

Lynda Salcido:

- Public Health – Ebola outbreak, local Health departments receiving funds, Mono County eligible for \$65,000 for activities going forward. Based on that requirement, did not accept money, not needed, most work was already done. Disappointed with the State for that tact.

Bob Musil:

- Introduced Senior Deputy Clerk Helen Nunn
- Before next election, we hope to have a staffed precinct in Chalfant Valley and maybe in Swall Meadows.

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. FY 2015-2016 California Department of Boating and Waterways Grant Program Departments: Sheriff's Office

The California Department of Boating and Waterways has requested a governing body resolution for participation in the annual boating and waterways

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grant program.

Action: 1. Approve Resolution #R15-22, authorizing the Mono County Sheriff's Office to participate in the FY 2015-16 California Department of Boating and Waterways grant program and to name the Sheriff-Coroner as an authorized agent to sign for and administer the grant. 2. Authorize the Board of Supervisors to sign the contract with the California Department of Boating and Waterways for fiscal year 2015-2016. 3. Authorize Sheriff Ingrid Braun to sign the contract, any grant correspondence, and all reimbursement forms for said contract.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

R15-22

B. Mutual Aid MOU - Law Enforcement Tactical Team

Departments: Sheriff's Office pulled by Johnston

Proposed MOU with Inyo County Sheriff, Inyo County District Attorney, and the Bishop Police Department, pertaining to Inter-agency Assistance.

Action: Approve County entry into proposed contract and authorize the Sheriff to enter into said MOU on behalf of the County.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M15-68

Supervisor Johnston:

- Budget Impact? How militarized do we want department to be?

Sheriff Braun:

- No long-term huge budget impact. Not looking to militarize, just enhance response to tactical situations, and join existing teams. Can find money in existing budget, in lieu of other training.

Supervisor Stump:

- Received anonymous threatening letter. Writer identified, local resident. Thinks we need options for dealing with potential threats.

Supervisor Fesko:

- What is training going to do to next year's budget request?

C. Fisheries Commission Appointments

Departments: Economic Development

The terms for Jim King, Dan Anthony and Jeff Parker, respectively, on the Mono County Fisheries Commission expire in April, 2015. Staff is recommending re-appointment of all three commissioners for another 4 year term, ending March 31, 2019.

Action: Re-appoint Jim King, Dan Anthony and Jeff Parker to the Mono County Fisheries Commission for a 4 year term, ending March 31, 2019.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

M15-69

Note

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D. Employment Agreement with Tony Dublino

Departments: County Administrator's Office – Pulled by Stump

Proposed resolution approving a contract with Tony Dublino as Solid Waste Superintendent/Environmental Services Manager, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R15-23, approving a contract with Tony Dublino as Solid Waste Superintendent/Environmental Services Manager and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

R15-23

Supervisor Stump:

- Recognized Tony Dublino's efforts in relief work.

E. Employment Agreement with Jeff Simpson

Departments: County Administrator's Office/Human Resources

Proposed resolution approving a contract with Jeff Simpson as Economic Development Manager and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R15-24, approving an employment agreement with Jeffrey Simpson and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said agreement on behalf of the County.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

R15-24

F. Hiring Freeze Variance; SW I/II/II and Vocational Trainee in DSS

Departments: Department of Social Services

A Social Worker III position and a Vocational Trainee/Assistant position are vacant within the Child and Adult Welfare Division of Social Services. The lack of adequate social work staff limits the department's ability to serve communities and protect vulnerable adults and families. This poses a serious adverse risk to individual and community health. These positions are critical to the operation of the department, hence the department is seeking a hiring freeze variance to recruit and fill these positions. Both of these positions are included in the current BOS-approved Allocation List.

Action: Approve hiring freeze variance and authorize the Director of Social Services to begin the recruitment effort to fill vacancies within the Child and Adult Welfare Division of Social Services, including a Social Worker I/II/III position and a Vocational Trainee position.

Alpers moved; Corless seconded

Note

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Vote: 5 yes; 0 no
M15-70

G. Hiring Freeze Variance; Senior Services Site Attendant
Departments: DSS

Mono County Senior Services Site Attendant, Rick Williams, provides a variety of services to communities along Highway 6 including home delivered meals, information and assistance, and assisted transportation. Hiring a second Site Attendant to cover services when Mr. Williams is absent is critical to allowing senior services to continue uninterrupted, while not costing the program additional funds. The total number of work hours authorized for the new position would not exceed 416 hours (.20 FTE) per fiscal year, and would be authorized only in the event the lead Site Attendant is absent. In this way the position is cost neutral; costing no more and no less than had the lead Site Attendant been available. The Director of Social Services or her designee would be responsible for authorizing the actual days and hours of work scheduled. This position is not covered under Merit System Services (MSS), hence approval by MSS to recruit is not required. This proposed position is included in current BOS-approved Allocation List.

Action: Approve hiring freeze variance and authorize the Director of Social Services to begin the recruitment effort for a Temporary Part-Time/Limited Term, un-benefited Senior Services Site Attendant position in the Department of Social Services.

Alpers moved; Corless seconded
Vote: 5 yes; 0 no
M15-71

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Tri-Valley Groundwater Management District
Departments: Clerk of the Board

Correspondence from the Tri-Valley Groundwater Management District, directed to the California Department of Water Resources, requesting that DWR include certain factors in the regulations that it is currently drafting related to groundwater basin boundary adjustments under the new Sustainable Groundwater Management Act.

B. ESTA Support for Bishop and Mammoth Airports
Departments: Clerk of the Board

Correspondence from Eastern Sierra Transit Authority dated March 20, 2015 regarding Bishop and Mammoth Airports.

Note

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C. Bi-State Local Area Working Group

Departments: Clerk of the Board

Correspondence from the Bi-State Local Area Working group, dated March 18, 2015, thanking the Board of Supervisors for their sponsorship of the February 25-26, 2015 Bi-State Pinyon-Juniper Expansion Forum in Minden, NV.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Review of Local Emergencies

(Jim Leddy) - Review state of local emergencies, which were proclaimed by the Sheriff as Director Emergency Services on February 6, 2015, and ratified by the Board on February 10, 2015 and the second local emergency proclaimed by the Mono County Health Officer on February 11, 2015 and ratified by the Board on February 17, 2015. Also consider proposed waiver of encroachment permit fees associated with Round Fire recovery efforts. CalRecycle intends to remove hazard trees and the Wheeler Crest Fire Safe Council intends to clear brush located within Mono County's right-of-way, on easements and fire breaks within the Swall Meadows Community.

Action: Continue the state of local emergencies. Waive encroachment permit fees for CalOES and Wheeler Crest Fire Safe Council with respect to hazardous tree removal and clearing brush in the County's right-of-way, on easements and fire breaks within the Swall Meadows Community.

Alpers moved; Stump seconded

Vote: 5 yes; 0 no

M15-72

Jim Leddy:

- Standing Item.

Supervisor Stump:

- This is Wheeler Crest Fire Safe Council. Has \$125,000 Grant.

B. Eastern Sierra Visitor Center Presentation

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

Bernadette Johnson:

- New Superintendent at Manzanar, Chair of Eastern Sierra Visitors Center in Lone Pine. 5 Year goals in board packet. Working to meet all goals. Look at visitors' information and fill in any gaps. 2014 – 250,000 visited visitors' center. \$310,000 budget – funded at all levels of government. Great cooperation among various levels. \$80,000 cash budget, \$10,000 from Mono. Rest is in-kind donations. Manzanar visitors center being revamped, should be finished April 20. There is a website with links and calendar, will work to enhance.

Supervisor Fesko:

- Amazed at number of visitors.

Supervisor Corless:

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- Will be participating at next meeting. Appreciates visitors center and Eastern Sierra Interpretive Center.

Supervisor Stump:

- Does Center have website with links?

Action: None.

C. County Children's Trust Fund

Departments: Department of Social Services

(Didi Tergesen, Child Abuse Prevention Council Coordinator and Marlo Preis, DSS Staff Services Analyst III) - Request by the Mono County Child and Family Advisory Board to spend funds held in the County's Children's Trust Fund. Report of Trust Fund monies spent in FY 2013-14 and status of foster home recruitment efforts.

Action: Approve request to use Children's Trust Fund monies in the amount of \$6,774.00 to fund community-based child abuse prevention proposals, as recommended by the Child and Family Advisory Board. Receive report on Trust Fund monies spent in the previous fiscal year and the status of foster home recruitment efforts.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M15-73

Kathy Peterson:

- Introduced DiDi Tergesen. Marlo Preis unable to be here today. 2 pending applications with state for foster homes. Will double number of foster homes in Mono County.

Didi Tergeson:

- CAPC – 8 members. 2013/2014 Funded Reporter training, counseling sessions, child passenger safety technician course for child seats, Latino cultural awareness training.
- 2014/2015 – funded Spanish/English child abuse prevention books, child abuse prevention outreach, supervised visitation for families.

D. Fish and Game Fine Fund Expenditure

Departments: Economic Development

(Jeff Simpson) - On April 1, 2015, the Mono County Fisheries Commission approved \$5,100.00 to be allocated from the Fish and Game Fine Fund for the purpose of additional fish stocking. The Fisheries Commission felt this money would be best spent on fish stocking in preparation for the busy summer fishing months and to supplement the reduction of fish stocking from the Department of Fish and Wildlife. The agenda item passed 6-0 with no abstentions.

Action: Approve the recommendation by the Mono County Fisheries Commission to use \$5,100.00 from the Fish and Game Fine Fund for additional fish stocking before the end of the 2014-15 fiscal year.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

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M15-74

Jeff Simpson:

- Review Audio

Supervisor Alpers:

- Are small fish in separate tanks and streams? Jeff – Yes.

E. California Department of Fish and Wildlife Comments Regarding AB 1213 Rulemaking

Departments: Board of Supervisors

(Jim Leddy) - Discussion and potential comment letter to the California Department of Fish and Wildlife regarding rulemaking actions by the California Fish and Game Commission on the implementation of AB 1213 (Chapter 748, Statutes of 2013)

Action: Direct Staff to send out a letter of comment, as amended.

Johnston moved; Alpers seconded

Vote: 4 yes; 1 no: Fesko

M15-75

Jim Leddy:

- Issue brought up by Fesko. Humboldt County concerned with implementation of AB 1213.

Ed Inwood:

- Issue is about legislative process. Fish and game is expanding beyond what legislature approved. Legislation should be followed. Proposed regulations ban trapping in 38 counties (not Mono County). There were only 7 trappings in Mono County – 1 from Bridgeport, 1 from Susanville, rest from Bishop. Will result in influx of non-resident trappers in Mono County.

Supervisor Johnston:

- What do you do with Bobcats? Inwood – Skin and sell hide. Are they considering statewide ban? Inwood – current discussion is 38 counties. Is issue resolved if Mono County is added to banned list? Inwood – 1st problem is legislative process. 2nd issue is displacement of trappers to Mono County. Ed supports trapping.

Supervisor Alpers:

- What controls/quotas are there on trappers coming in. Inwood – peak year there were 200 trappers in state.

Lynn Boulton:

- Lee Vining resident – AB1213 focuses on Joshua Tree Park, applies to all other parks, requires buffer zones which are not precisely defined. Fish and wildlife is struggling to find recognizable boundaries. F&W thinks individual buffer zones are not manageable, wants to use broad swaths of land, Not legislatively authorized, but practical solution. Center for Biological Diversity proposes statewide ban. Fish & Wildlife meets in 2 days, will make decision in June. Would like to see Excluded zone in Mono County expanded to include entire Mono Basin.

Supervisor Stump:

- Did you look at proposed letter? Yes, does not support it. Law deals with Joshua and other parks now, other parks in 2016.

Deanna Doulen:

- Lived here since early 90s. Wants Board to support ban on trapping at least in Mono Basin. Also requests wildlife signs on 395 two-lane stretch.

Carolyn Davis:

- Ban trapping in entire county.

S.T. Parker:

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- Reiterate Fish & Game meetings Thursday and in June. 14,400 cats allowed to be taken annually, no science to support it. 1 in 5 of total population allowed to be killed annually. Conflict between “old” and “new” county. Doesn’t think Board should get involved.

Ed Inwood:

- Original bill was to deal with areas where hunting is banned, not all parks. Trapping is prohibited on private land without written consent of owners.

Supervisor Corless:

- Original letter – cannot support because statements are misguided and outdated. Statewide ban is one alternative being considered. Fish & Wildlife is conducting bobcat study in Mono. Why are we sending nasty letter while study is being conducted? There needs to be compromise between allowing trapping and total ban. If we write letter, more research needs to be done. Wants to work with commission on 2016 changes.

Supervisor Johnston:

- Mono is no longer a hunting/taking environment. We should prohibit trapping in all of Mono County, feels is archaic and out of sync with our tourism culture. We should not be trapping to provide fur for Russians.

Supervisor Alpers:

- Concern is for the resource itself, and survivability. Also respect heritage. How is everything going to work? At a minimum, protect Mono Basin. Can’t support any more taking at this point. Need scientific data to make informed decisions. Could support trapping in future if supported by data. I support motion because we need to stop the bleeding of the population now. Can modify later.

Supervisor Fesko:

- Things have been fluid. Not against trapping or hunting. We don’t have data we need. Could not support outright ban on hunting and trapping in Mono County. Needs to be balance. Wants to see outcome of F & W April meeting. Everything in Mono County is about profit. Cannot support motion without community input.

Supervisor Stump:

- Not enough data. This letter is premature. Concerned about impact on tri-valley area. No problem with protecting Mono Basin and Swall Meadows. It is not my job to make these decisions without consulting constituents.

Supervisor Johnston:

- Motion directing staff to prepare letter supporting trapping ban throughout Mono County, at minimum protecting area around state parks, scenic areas. Bring back for discussion this afternoon.

No items were on the afternoon agenda, however, the Board reconvened briefly after lunch to review the amended letter.

Supervisor Johnston:

- This captures essence of motion.

Supervisor Corless:

- Mono Basin National Forest Scenic Area.

Supervisor Alpers:

- Fine with Letter as corrected.

Supervisor Stump:

- Suggested minor changes.

F. Request for Letter of Support for AB 203

Departments: County Administrator's Office

(Jim Leddy) - Request for support of Assembly Bill 203.

Note

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Action: Finalize letter of support for AB 203 and distribute.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

M15-76

Supervisor Fesko:

Would like to see SRA fee go away.

G. Request for Letter of Opposition for AB 1220 and Letter of Support for SB 593

Departments: County Administrator's Office

(Jim Leddy) - Request for letter of opposition of AB 1220 and letter of support for SB 593.

Action: Direct Staff to send out letter of opposition to AB 1220 and letter of support for SB 593.

Corless moved; Johnston seconded

Vote: 5 yes; 0 no

M15-77

Supervisor Fesko:

- Bill is based on AirBnB, would not exempt existing businesses.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session - Human Resources

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

B. Closed Session - Performance Evaluation

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

C. Closed Session - Conference with Legal Counsel

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

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D. Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: FERC P-1390-063.

E. Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Boulaalam v. Mono County et al.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN AT 3:20 pm.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

BOB MUSIL
CLERK OF THE BOARD

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the regular meeting held on April 14, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[04-14-15 Draft Mins](#)

History

Time	Who	Approval
4/20/2015 3:41 PM	County Administrative Office	Yes
4/28/2015 4:21 PM	County Counsel	Yes
4/22/2015 5:42 PM	Finance	Yes



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

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

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

**Regular Meeting
April 14, 2015**

Flash Drive	#1002
Minute Orders	M15-78 to M15-82
Resolutions	R15-25 to R15-26
Ordinance	Ord15-03 not used

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

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

*Break: 10:00 a.m.
Reconvene: 10:10 a.m.
Closed Session: 11:53 a.m.
Reconvene: 2:36 p.m.
Adjourn: 2:39 p.m.*

Pledge of Allegiance led by Supervisor Alpers.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Joe Parrino:

- Update on Motocross/Supercross series, recent events.
- Wanting to educate the Supervisors on how much this industry is growing right now; very much on an upswing right now.
- Would have been nice if Mammoth had been able to host some of these large races.
- Asked about the potential of ice rink in June Lake to boost economy.

2. APPROVAL OF MINUTES - NONE

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3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- **DWP GRANT LAKE DIVERSIONS:** The City was allowed to export 4500af. of water as per the Mono Lake Agreement if the Lake level was measured at least 6379'. It was measured on 4/1 and the level was, in fact, 6379'. The Department began diverting water down the Mono Craters Tunnel that afternoon. It is projected that on or around 4/22 the entire 4500af will have been transported out of Grant Lake. This rapid diversion of Mono Basin water is legal, but violates the GLOMP (Grant Lake Operating Management Plan). The Plan was adopted approximately 20 years ago at the time of the Court ruling, but is not legally binding. The intent of the GLOMP was to encourage diversions that would have minimal impacts on the lake and local businesses. Thinks it is imperative to have a working relationship with DWP. There are many new people in key positions with the department and it needs to be brought to their attention how important water and resource management are to local environment and economy. With the new settlement, DWP will be required to update the management plan for Grant Lake. Does the Board want to re-agendize the DWP item that was cancelled last Fall – only item in afternoon?
- **CONWAY RANCH RFP:** The Conway Ranch Conservation Easement is completed. DFW is reducing the size of recreational catchable trout. DFW Hatchery budgets are challenged every year. Does the Board think the time is right to direct staff to begin preparation of an RFP for the Conway Ranch aquaculture portion? Bring back for further discussion?
- 4/7/2015 - The JLCAC meeting was canceled due to inclement weather.
- 4/8/2015 - MBRPAC. Caltrans' Cedrik Zemitis reviewed the Lee Vining Rockfall project and highlighted their intended communication efforts before and during the project. Deborah Hess from SCE was in attendance to moderate a discussion regarding the safety of Mono Basin powerlines. a number of Mono City residents were in attendance. Deborah and her staff reviewed the basics of powerline construction and testing. SCE staff will be meeting on 5/18 with Chris Lizza of the LVFD regarding FD safety. SCE is reviewing circuit maps to verify high fire areas and checking threshold setting levels in case of high winds. The County would need to work with Edison to determine what wind speed would dictate a shutdown of service and if this level would be in effect year round.
- 4/13/2015 - Briefly attended the LTC meeting held in Mammoth to hear the new Caltrans District 9 Director speak to the early dry year opening of Hwy 120 west to the Park gate. The gate will be opened tomorrow, 4/15. The road will be open to the YNP Tioga Pass gate.
- 4/13/2015 - Was unable to attend the YARTS meeting due to a personal matter. Supervisor Corless will report on that meeting.

Supervisor Corless:

- **Town Hall Event:** Getting it right: Using Eastside Know-How to move Mammoth and Mono forward, 4/28, speakers from the board and town council, 6:30pm at Mammoth Lakes Welcome Center/Forest Service Auditorium. The idea behind this is to engage community members outside Suite Z and the board room, hopes it will ultimately lead to formation of an informal county advisory body in Mammoth.
- **YARTS Board Meeting:** Supervisor Alpers elected Vice Chair; YARTS needs to address funding sustainability/planning issues, will do a workshop in June, help the organization function more sustainable. NPS—road update—should know opening within the next three weeks.
- **Bobcats:** report from Lynn Boulton from Fish and Game commission meeting in Santa Rosa; sounds like rule-making decision will be delayed and they will be taking comments on this issue; plan to do some research to see how interested citizens in Mono County can comment.

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- Attended memorial for Shirley Blumberg on Saturday at Cerro Coso College, beautiful music and presentation by Felici Trio/Brian Schuldt and Rebecca Hang, honoring a woman who did so much for the Mammoth community. Shirley was a wonderful poet, and she even wrote a poem for her own memorial!

Supervisor Fesko:

- April 7th – Attend the CSA #5 meeting in Bridgeport.
- Discussion took place on the Memorial Hall bathrooms. They are now complete! Thanks to Joe Blanchard for bringing the CSA up on the latest and greatest news. Thanks to the Public Works staff for doing a great job on the bathrooms.
- Thanks to Vianey White for her continued work on the remodel of the hall. The CSA is looking forward to the start of the upstairs remodel.
- Discussion took place on the possible fence restoration on the Courthouse fence
- Action to once again purchase flowers for the School Street plaza. Thanks to Steve Noble (Ruby Inn) for his donation of time to water the flowers.
- April 8th – Attended the ARC meeting.
- April 13th – Attended the LTC meeting. The new CalTrans Director for District 9, Brent Green, was present. Thanks to CalTrans for the update on the Lee Vining rock fall project which is to start by May 5th. Candid conversation took place with CalTrans on the “early” opening of highway 120 during dry years.

Supervisor Johnston:

- Met with an individual with regard the Mammoth Lakes Airport and the potential for a regional solution.
- Attended a Great Basin Unified APCD special meeting where Phil Kiddoo was appointed as the new Air Pollution Control Officer replacing Ted Schade after many years as director.
- Attended the Mono County Local Transportation Commission - several issues considered including an update on YARTS, a public hearing on Unmet Transit Needs, a Resolution of Appreciation to Caltrans, a quarterly report by ESTA, an update on the Lee Vining Rockfall Project, a discussion about opening the east side of Tioga Road for earlier access, and quarterly reports by the Town of Mammoth Lakes, Mono County and Caltrans.

Supervisor Stump:

- Attended the Special Air Pollution Control meeting on 4-8 – appointment of new director.
- Attended the Planning Commission Meeting of 4-9. Topic was amount of parking required for a proposed Crowley Skate Park. Thanked John Connelly, provided a lot of information.
- Attended the Local Transportation Commission of 4-13. Met Brent Green, the new Cal Trans Dist.9 Director. Discussion about resolution of appreciation for Caltrans worker.
- A few comments on the Agenda Item information for last week’s bobcat trapping item. Would have been nice to have more information. Need to solicit input from our staff so we have more to review on these issues. (Marshall Rudolph: staff can provide information to board members, but board member to board member is not allowed under the Brown Act.) Shout out to Lynn Boulten, Deanna Dulen and Lisa Cutting for providing information.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Congressman Cook’s staff member and father came up on day it snowed; Congressman Cook is looking to come back to Mono County at the end of May.

Note

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- Steering Committee meeting.

6. DEPARTMENT/COMMISSION REPORTS

Lynda Salcido:

- Gave information about "Miles of Smiles" program and statistics. This year program focused on Eastern Sierra Unified School District students.
- Discussion about various statistics; doing even better than last year.
- Answered miscellaneous board questions and comments.

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. Employment Agreement for Leslie Chapman

Departments: County Administrator's Office/Human Resources

Proposed resolution approving a contract with Leslie Chapman as Finance Director, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R15-25, approving a contract with Leslie Chapman as Finance Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

R15-25

B. PERS Contract Amendment

Departments: Finance

Proposed Resolution #R15-_____, Authorizing a Correction to the Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

Action: Adopt proposed resolution #R15-26, authorizing a Correction to the Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

R15-26

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Updated House and Property Numbering Ordinance

Note

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

Departments: Information Technology, County Counsel, Public Works
(Christian Milovich) - Board's consideration of ordinance amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to and in reference to house and property numbering.

Action: Introduce, read title, and waive further reading of Ordinance #ORD15- of the Mono County Board of Supervisors Amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M15-78

Christy Milovich:

- The board has seen this item twice so far; gave brief overview.
- Due to Cal Fire changes, this ordinance was edited. Therefore this would be the "second" first reading; doesn't anticipate any other changes.
- Per Nate Greenberg, the numbering system is being worked on to be adopted nationwide although not done yet.
- She will make sure Nate Greenberg knows Supervisor Alpers concerns.

Supervisor Stump:

- Asked if there may be further corrections to be made?

Supervisor Alpers:

- Will there be discussions so that our numbering system can be adopted nationwide for things such as FedEx and UPS, etc.
- Shipping will continue to become more important.

B. Trails West, Inc. Request for Encroachment Permit Fee Waiver

Departments: Clerk of the Board

(Larry Schmidt, Marker Installation Coordinator) - Trails West, Inc., a non-profit volunteer organization engaged in marking the historic Sonora Pass Emigrant Trail is requesting a waiver of Mono County Encroachment Permit fees. This item is being sponsored by Chairman Fesko.

Action: Approve request for waive encroachment permit fees.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

M15-79

Larry Schmidt:

- Explained where he is from and gave information about his non-profit organization.
- Discussion about the trails they mark and a couple they plan to mark in North County.
- Here today to request waiver of encroachment permit fees on Larson Lane and Topaz Lane.

Supervisor Fesko:

- Had a discussion with Mr. Schmidt prior to board meeting about this issue.
- Asked Public Works Director is he saw any problem with this – he does not.
- Thinks this is a great promotion and helps preserve history.

Supervisor Stump:

- Thanked Mr. Schmidt for his work on this.

C. Authorization to Provide an official name for the Mountain Gate Project and

Note

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Install a Dedication Monument and Plaque

Departments: Public Works

(Vianey White) - Several Walker community members and local organizations have been instrumental in the creation and completion of the Mountain Gate Phase 1 and Phase 2 projects and the Northern Mono County Chamber of Commerce (NMCC) would like to recognize them by installing a dedication monument near the amphitheater and a dedication plaque in the existing informational kiosk. The attached Exhibit 1 provides information on the size, location, and inscriptions anticipated for the monument and plaque. The Antelope Valley RPAC recently voted unanimously in support of naming the park, "Mountain Gate Park on the West Walker River Parkway."

The NMCC would like to schedule the dedication ceremony for Saturday May 23rd, 2015, from 11am – 2pm. Construction on the Mountain Gate Phase 2 Fishing Access Project is scheduled to be completed by Monday, May 18th, 2015 (weather permitting).

Action: Approve the Northern Mono Chamber of Commerce's request to officially name the Mountain Gate Phase 2 Fishing Access Project, "Mountain Gate Park on the West Walker River Parkway" and to install a dedication monument near the amphitheater and plaque at the existing informational kiosk during a dedication ceremony on Saturday May 23rd, 2015, 11am-2pm (changing wording and potentially adding a name to plaque as discussed).

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

M15-80

Vianey White:

- Gave overview of item and requested action.
- It was determined that the Mountain Gate project area didn't have an official name.

Supervisor Fesko:

- Went over history of this project; it's very exciting to see this coming to fruition.
- Mentioned this will happen over Memorial Day weekend and all Supervisors are invited to attend.

Supervisor Alpers:

- Mentioned something about Fish and Game name as it's listed on the plaque, needing "California" to be added.

Supervisor Johnston:

- He thinks the name is a mouthful and implies that the West Walker River is called "West Walker River Parkway". Why?
- On list of people to dedicate to – previous staff member in Planning Department Haven Kiers?

D. Proposed re-configuration of County Offices in Bridgeport

Departments: County Administrator's Office

(Jim Leddy) - Review of proposed re-organization of Mono County Bridgeport County Offices

Action: Direct Staff to proceed with the required steps as outlined below (and

Note

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taken from Section A: Reorganization Steps Outline of the staff report and authorize the CAO to sign the lease agreement with the Mono County Office of Education:

I) Policy Direction Phase –

a. Seek formal approval from Board of Supervisors, Mono County Office of Education Board and Mammoth Hospital District.

- i. Present proposed plans for remodel and consolidation to MCOE and Mammoth Hospital District – adjust to accommodate both;
- ii. Submit Project Approval Form to County staff review committee on Facilities work needed;
- iii. Review and update any and all existing lease agreements between three agencies – Bring back to governing boards for adjustments as needed;
- iv. Refine financial estimates for all three agencies including remodel, move and future utility and cost savings;
- v. Negotiate new lease agreements, as needed. Bring to governing boards for approval.

II) Remodel Phase

- a. Move Animal Control from Twin Lakes Annex to Bridgeport Animal Shelter
 - i. Confirm space use at Bridgeport Shelter location
- b. Remodel Mono County Office of Education Bridgeport Offices to accommodate shared use by County departments and MCOE;
 - i. Complete plan design and approval by building officials;
 - ii. Schedule work
 - iii. Move offices
- c. Move Public Health from Twin Lakes Annex to remodeled MCOE.
- d. Move Social Services from current location to MCOE
 - i. Schedule move
 - ii. Convert over IT services including State CIV system required;
- e. Remodel Twin Lakes Annex building to facilitate movement of BFM Clinic from old Hospital to Twin Lakes Annex.
 - i. Confirm required State health agency approvals for BFM Clinic move
 - ii. Update lease agreements between Hospital District and County for move;
- f. Schedule movement of BFM Clinic into remodeled Twin Lakes Annex
 - i. Schedule and complete state and local inspections
- g. Move BFM Clinic to Twin Lakes Annex
- h. Reduce use of old Hospital
 - i. Maintain cold storage facility capacity for County offices until plan can be developed for Old Hospital evacuation and demolition;
 - ii. Develop alternative storage locations for departments cold storage needs;
 - iii. Remove all old medical equipment
 - iv. Develop plan to demolish and clean Old Hospital location
 - v. Bring back to Board proposed Old Hospital demolition plan

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

M15-81

Jim Leddy:

- Report before the Board covers about a year's worth of work.
- Plans to hit the highlights.
- There is a history of trying to figure out what to do with the old hospital.
- Looked at all different spaces, going for a shared service model.
- Office of Education became a possibility.
- Social Services, Behavioral Health and Office of Education maybe going into one building, one location. More of a one-stop government shop.
- Goal: to get out of the old hospital.

Note

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- Went over Section A – Reorganization Steps Outline.
- Thanked various staff for work done on this.
- Savings of \$81,500 per year/not all general fund.
- Timeline between now and November.
- He doesn't think the Office of Education would want to move their location, probably wouldn't let their lease expire and leave.
- We don't have money now for big campus reconstruction, but this plan opens up future possibilities.

Supervisor Stump:

- Asked that Jim clarify where each building is that he's referring to.
- What happens when lease expires where we own land? What if Office of Education did leave? Could other departments go in there?
- If we do this year, what about A87 charges, etc? Hard for Departments to budget. Way to work around it.

Supervisor Johnston:

- Campus plan for Bridgeport Facilities? Is this consistent with this plan? What do we want county facilities to look like in future years?

Supervisor Corless:

- She's happy to see us moving out of hospital building.
- She supports this; build the plane as you fly it concept.

Supervisor Alpers:

- Feels this is well staffed out; very transparent. Fully supports.

Supervisor Fesko:

- He agrees with other supervisors; feels this actually moves toward the campus plan.

Roberta Reed:

- Social Services will be direct billed, wouldn't play into A87 costs at all.

E. Board of Supervisors Ad Hoc EMS Subcommittee

Departments: Public Health/Emergency Medical Services

(Lynda Salcido, Public Health/EMS Director) - The Board of Supervisors will discuss and potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Services Committee, including but not limited to scope of work, membership and goals and give direction to staff.

Action: None.

Lynda Salcido:

- Gave overview of item.
- Two meetings ago direction was to establish the committee; beginning to move this forward.
- A visionary process as if we were creating this for the first time. What's most cost efficient?
- What we can and cannot discuss in terms of MOU is going to be essential.
- Went over how her time is currently budgeted within Paramedic's program.

Supervisor Stump:

- Mentioned the different reports applicable here that should be included/considered:
 - Exclusive Operating Agreement, Fitch report, 4-5 years worth of financials, staff report on RFP, role of ICEMA, sustainability projections, FLSA – 80/20 rule, overtime definition, financial implications on loss of CTO, current MOU: when triggers occur, what happens to cost, Hap Hazard letter recently submitted to The Sheet (contains good history and background), Marine MOU,
- After one or two meetings, feels video conferencing should be utilized.
- Committed to Tri-Valley representative to be on the committee.

Note

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- Time to acknowledge that the Board approved long ago MOU's; the paramedics have been operating under the rules they were given.
- He's willing to go with consensus decisions.
- Has issues with whether or not employees get paid to be on committee; there are a lot of unanswered questions about this.
- Asked for concurrence that all reports he suggested be included *are* included. (Board concurs).

Supervisor Fesko:

- Agrees with reports suggested by Supervisor Stump.
- Board should each appoint a person to the board.
- Paramedic appointment was left open, not sure the board should do that, maybe Paramedics should do that.
- Up to committee itself to determine how meetings will be run.
- Valid point regarding video conferencing. Initially it was determined it was going to be held in Lee Vining.
- Can push for carpooling if necessary.
- This is a voluntary position; people will need to want to put time into it.
- He wasn't under the impression that the board would have to approve the people suggested by each supervisor.
- Goal is to report back to Board.
- May need to be third Thursday in May for first schedule board meeting (5/21) due to scheduling conflicts to get committee appointed, etc.
- Maybe put appointments off until first meeting in May.
- What is point of having one representative from each bargaining unit?
- He sees this committee and the MOU as separate issues.
- Need all appointments by 4/29 to be included on the 5/5 agenda.

Supervisor Alpers:

- Do Supervisors offer up a person per district or do they need to be approved by board as a whole?
- He wants his appointee to know he has the full support of the board so he feels that nominations *should be* brought back to the board.

Supervisor Johnston:

- He feels that the board should be taking recommendations by each board member and then formalizing it if board accepts it.
- Feels the board should authorize it.
- There is a cost to this and it has not been budgeted.
- Comments on goals of committee.
- He is not in favor of forming this committee. He thinks present system is sustainable if MOU was followed, which it wasn't.
- Thinks bargaining units need to be involved. Involves sustainability issue.
- What is outcome? Written report? Published report? This is not clear. Goal is to create a series of options.

Supervisor Corless:

- Agrees about having board appoint members.
- It's important that we have clarification as to what are sideboards created by working with a labor union. Definitely having MOU there for review would be good.
- Wants focus on committee and its success.
- Comparison between different types of EMS programs in California.

Jim Leddy:

- Ad-Hoc committees – for this primarily Rob DeForrest and Lynda Salcido – there are only so many hours in the day. Prioritizing becomes important.
- Other things will not get done because these types of committees are not budgeted.

Note

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- This is a volunteer committee.

Marshall Rudolph:

- The issue of having employees on committee and whether they are compensated “extra” or not will need to be factored and addressed.
- Maybe there are some employees volunteering to be on it, not “asked by the county” in which case they absolutely do get compensated.
- He can get more specific answers for the board.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

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

B. Closed Session - 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.

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 - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Standard Industrial Minerals.

E. Closed Session - Conference with Legal Counsel

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

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circumstances: personnel complaint.

F. Closed Session - Performance Evaluation

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

REGULAR AFTERNOON SESSION

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. Amendment to Sierra Center Mall Lease to Add Suite 207

Departments: District Attorney

Proposed amendment to Lease with Old Mammoth Highmark Associates pertaining to the lease of 926 additional square feet in the Sierra Center Mall designated as "Suite 207" for use by the Mono County Investigative Unit (MCIU).

Action: Approve County entry into proposed lease amendment and authorize chair to execute said amendment on behalf of the County.

Corless moved; Johnston seconded

Vote: 5 yes; 0 no

M15-82

Tim Kendall (D.A.):

- Explained item; lease agreement for Sierra Center Mall.
- Board should be aware of the terms of this agreement.

Stacey Simon:

- Handed out a slightly revised version of the agreement for signature.
- Explained change: went from 'annual increase be a reference to underlying master lease' to putting in the specific numbers.

Supervisor Johnston:

- Has statement, not question: this lease is \$3 per square foot but we can rent for \$1 per square foot at other places.

ADJOURN at 2:39 p.m. in memory of Shirley Blumberg

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

Note

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on April 21, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[04-21-15 draft mins](#)

History

Time	Who	Approval
4/24/2015 10:01 AM	County Administrative Office	Yes
4/28/2015 4:22 PM	County Counsel	Yes
4/22/2015 5:42 PM	Finance	Yes



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

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

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

**Regular Meeting
April 21, 2015**

Flash Drive	On portable Recorder
Minute Orders	M15-83 to M15-90
Resolutions	R15-27 to R15-27
Ordinance	Ord15-03 not used

9:00 AM Meeting Called to Order by Vice Chairman Stump.

Supervisors present: Alpers, Corless, Johnston and Stump.

Supervisors absent: Fesko (representing Board of Supervisors at a meeting in Reno.)

Pledge of Allegiance led by Supervisor Corless.

Break : 10:30

Resume: 10:43

Closed Session: 11:30

Resume: 1:30

Adjourn: 1:33 p.m.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

Note

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4 BOARD MEMBER REPORTS

Supervisor Alpers:

- 4/16 - First 5 Commission meeting held at MCOE Conference Room in Bridgeport.
 - Approved contracts for:
 - School Readiness Summer Bridge Program with Mammoth Unified SD and Eastern Sierra for kids going into Kindergarten.
 - Safe Kids Coordination Program which provides free bicycle helmets and car seats for the kids.
 - Kindergarten Roundup Program was very successful Countywide.
 - The Commission provided project suggestions for the Mono County Strategic Plan for County Administrator Jim Leddy. These suggestions include increasing child care and encouraging early literacy.
 - Commissioners Barbara Miller and Kim Escadero-Karch have resigned for personal reasons. Their service was acknowledged with gorgeous plaques in their honor.
- 4/17 - The April ESTA meeting was cancelled due to a lack of agenda items.
- Thank Jim Leddy & Jeff Walters for work on Mono City speed issue.

Supervisor Corless:

- Continue working on our Town Hall event—"Cooperating to Compete: A Community Conversation." Tuesday, 4/28 6:30-8:30 at the Forest Service auditorium in Mammoth. Huge thanks to Jeff and Alicia in Economic Development, Lawson Reif at Inyo National Forest.
- Things are slowing down in Mammoth; visitor numbers are lower, so everyone's looking forward to fishing opener. The Lakes Basin is open—she enjoyed running and hiking around there the past couple weeks, lakes look fantastic and kudos to Inyo National Forest for getting roads and campgrounds open early. Received an inquiry from a constituent about cleaning up fishing line and gear, and thinks it would be a great idea for the fisheries commission to support a regular cleanup event in Mammoth. She'll be bringing the idea to the commission in May, and Cal Trout has offered to help too.
- There is concern in Mammoth regarding the state water board's just-released urban water use regulations—Mammoth Community Water District is on the list for mandatory 36% cuts. The district already announced level III restrictions to achieve 30% reduction over the past 5 year average use. The data doesn't seem to add up right—because the proposed cuts are based on Mammoth's year-round population, not accounting for visitors. Meanwhile, though, comments are due by Wednesday. CSAC has a briefing scheduled on Wednesday as well. You can visit the website at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/emergency_mandatory_regulations.shtml#
 - It was decided to create an emergency item to allow the Board to send a comment letter. See last item after closed session for information.
- Local Mental Health Board Training: attended in San Pedro Friday at the recommendation of Robin Roberts, hosted (and travel paid for) by the California Institute for Behavioral Health Solutions. It was very informative and she looks forward to working with Robin to refine the goals of the committee to better serve our communities. She'd like to schedule a workshop at 5/12 meeting to provide an overview of what this advisory board's role is and how we as supervisors need to support it.

Supervisor Fesko:

- Not present at today's meeting.

Supervisor Johnston:

- Reported that Obama signed HR 2 which funded the Secure Rural Schools Act extended funding. It also included a 2-year extension of the Children's Health Insurance Program and the Home Visiting Program.
- Reported that State Senator Beall released details of SB 16 which would address issues

Note

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with highway funding needs; generally would increase user fees.

- Noted that the state is projecting that there will be about 1.3 billion more revenue than thought. It would be about 73.2 versus 71.9 billion.
- Worked on his recommended person for appointment to the EMS committee.
- Talked to former Supervisor Hazard and asked staff about providing a D-395 mug for him and his wife.

Supervisor Stump:

- 4-18 - Attended the Lower Rock Creek Mutual Water Company Meeting in Paradise -like most small water entities they are struggling to keep up with mandates and infrastructure needs. Their well is down 2 to 3 feet.
- 4-20 - Attended the Eastern Sierra School District Forum in Benton - The school district informed the Community of additional cuts to Edna Beaman School.
- Talked with Karen Farrel-Ingraham, they will be rebuilding in Swall Meadows.
- Thank you to Benton Road Department crew for work on road shoulders.

5. COUNTY ADMINISTRATIVE OFFICE

Jim Leddy:

- Chairman Fesko invited to announcement that Sage Grouse will not be listed as endangered.
- **April 16th** – Attended the First Five meeting in Bridgeport. Received ideas from the Commission for potential project of consideration in the Strategic Planning Framework.
- **April 20th** – Attended via teleconference a meeting with Ron Day, Angelle Nolan and Sheriff Ingrid Braun continuing the discussion of the potential establishment of a volunteer Equine Rescue Unit. Ron and Jolene Day are working on a proposal to help horses rescue in emergency situations. Sheriff Braun will connect Ron and Jolene with Sgts. Beard and Clark to discuss the proposal in greater detail. The idea will ultimately need to come before the Board for consideration.
- **April 20th** – Met with several departments to discuss implementation of Bridgeport Office re-organization. Process is proceeding per the Board approved proposal of April 14th.
- May 21 or 22 strategic planning meeting with Trindel.

6. DEPARTMENT/COMMISSION REPORTS

- Scott Burns – update on Sage Grouse issue, had handout for Board. Commended Wendy Sugimura for her work.

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. Golden State Finance Authority Joint Powers Agreement Amendments

Departments: Board of Supervisors

Proposed resolution approving revisions to the Golden State Finance Authority Joint Powers Agreement.

Action: Adopt proposed resolution #R15-27, approving revisions to the Golden State Finance Authority Joint Powers Agreement.

Alpers moved; Corless Seconded

Vote: 3 yes; 1 no: Johnston; 1 absent: Fesko

Note

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R15-27

B. California Arts Council JUMP Starts Grant

Departments: Probation

Mono County Probation Department proposes to seek California Arts Council JUMP StArts Grant

Action: Approval for the Mono County Probation Department to seek grant funds of \$50,000 for the Youth Arts Program.

Alpers moved; Corless Seconded

Vote: 3 yes; 1 no: Johnston; 1 absent: Fesko

M15-83

C. Appointment of Rick LaBorde and Reappointment of John Connolly to CSA #1

Departments: Clerk of the Board

Appointment of Rick LaBorde to CSA #1 Board to fill recently expired term of Lynda Salcido. This term will expire 11/30/2018. Reappointment of John Connolly to CSA #1 Board whose term expired on 11/30/2014. This new term will also expire on 11/30/2018. This item is being sponsored by Supervisor Stump.

Action: Appoint Rick LaBorde to CSA #1 Board and reappoint John Connolly to the CSA #1 Board, both terms expiring 11/30/2018.

Alpers moved; Corless Seconded

Vote: 3 yes; 1 no: Johnston; 1 absent: Fesko

M15-84

D. Hiring Freeze Variance - Maintenance Worker II-III Vacancy

Departments: Public Works

Due to an upcoming requested transfer of a Maintenance Worker II there will exist a vacancy for a Maintenance Worker II-III in Bridgeport/Lee Vining. Public Works has followed the Mono County Public Employees MOU protocol to fill that vacancy.

Action: Authorize Public Works Director, in consultation with Human Resources, to recruit in-county to fill a Maintenance Worker II-III vacancy in Road/Facilities. If no requests are received in-county then advertise out-of-county to fill same vacancy.

Alpers moved; Corless Seconded

Vote: 3 yes; 1 no: Johnston; 1 absent: Fesko

M15-85

E. Property Tax Software Maintenance Agreement

Departments: Finance

Proposed contract and addendum with Megabyte Systems, Inc., for software maintenance and web services.

Note

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Action: Approve proposed contract and addendum with Megabyte Systems, Inc., for software maintenance and web services pertaining to the County property tax system not to exceed \$120,000.

Alpers moved; Corless seconded

Vote: 3 yes; 1 no: Johnston; 1 absent: Fesko

M15-86

Supervisor Johnston:

- Wanted it on the record that the only consent item he was in protest to was #7e, the Megabyte item but since he didn't pull any items off the consent agenda, all items reflect a "no" vote for him.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Application for ABC License for Mono Inn

Departments: Clerk of the Board

Correspondence received regarding an Application for Alcoholic Beverage License for Mono Inn, dated April 6, 2015.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Public Land Issue Update

Departments: Clerk of the Board

(Ken Brown) - Ken Brown, Executive Director for Western Counties Alliance (a non-profit organization), will give a brief update on Public Lands Issues. Chairman Fesko has agreed to sponsor this item.

Action: None.

Ken Brown:

- Alliance brings attention to public land issues.
- PILT will be funded, payment in June. 2014 payments 437 million, 2015 442 million.
- Challenge is how feds will make payments. Feds propose 405 million in June, balance in October in next federal fiscal year.
- Funding is on an annual basis, not permanent.
- PILT is valuable to counties providing services on public lands.
- Possible offsets for funding:
 - Land Water Resource Fund – has a billion in fund
 - Mineral Oil Royalties
 - Foreign Aid
- Office of Interior Budget will pass on suggested offsets.
- There are areas where purchase of lands makes sense, but should be collaborative.
- No SRS payments for rural schools; rural schools revenue will be down.
- 2014 California received 35 million+, 2015 8 million+.
- SRS will be restored for 2016 and 2017.
- There is discussion to reverse phase-out.

Note

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- Wild Horse/Burro Program – there are areas where land cannot sustain them, causing resource damage. Feds need to determine sustainable levels.
- Lands Council wants to move Public Land Transfer issue forward, will see how it works out, but it is a longshot.
- Geothermal – California ranks #1 in federal payments.
- Greater Sage Grouse – good comments submitted by various organizations regarding federal listing. Lawsuit has been filed challenging science used by feds.
- Southern Utah has not joined, but good collaboration.
- Please consider having Mono County join WCA. Dues have gone down. Inyo County is a member.

Supervisor Alpers:

- What was response to offset suggestions?

Supervisor Johnston:

- Are there areas where federal purchase of private lands makes sense?
- Has Southern Utah Wilderness joined alliance?
- People come to Mono County for open spaces.

Leslie Chapman:

- Mono County is a “B” county, will not be impacted as bad as others.

Supervisor Corless:

- President Obama signed SRS funding.
- John Muir’s birthday; she read one of his quotes, believes recreation is fountain of life. Would like to see more focus by WCA on recreation.

Supervisor Stump:

- Is there discussion on reversing phase-out of SRS?
- Is there way to assess impacts by burros?
- Mono County habitation efforts predated proposed sage grouse listings.
- Membership will be considered in budget discussions.

B. Town of Mammoth Lakes Informational Update

Departments: CAO, Board of Supervisors

(Dan Holler) - Town of Mammoth Lakes Informational Report.

Action: None.

Dan Holler:

- Budget will be challenge.
- Looking at zoning changes to be developer ready.
- Parking and transit issues being looked at.
- Enhanced Infrastructure Finance District still being looked at.
- Reviewing Housing Ordinances and Impact Fees.
- Housing Strategy update for workforce housing.
- Currently working with Mammoth Lakes Housing on rehabbing an apartment complex, \$400,000+.
- Summer project will be undergrounding of main street power lines, made possible by funding from town, county and SCE.
- Next summer will be sidewalks on Main Street.
- Rainbow Lane project by John Hooper is going forward.
- Working on pathways and parking with school district.
- RFQ for airport terminal expansion going out in May. Hoping to start work in FY 2018/2019.
- Working on rehabbing airport apron using rehabbed materials.
- Connector path on Lake Mary Road.
- Lakes Basin is open. Town has Sani-Huts in place.

Note

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- Looking at relocation of Ice Rink, new Police Station.
- Replacing Finance System.
- Upgrading technology in Suite Z.
- Working with I-Star on White Stag demolition; may use as interim parking for the Village.

John Wentworth:

- Synergy Summit- how services are delivered to public; first meeting April 30th.
- Mammoth Lakes Recreation hiring Executive Director.
- Working with Supervisor Corless and Councilman Fernie on meeting April 28 re: Opportunity to Compete.
- Nationally, 646 billion generated annually by outdoor recreation.
- May 10, Open House on Digital 395 and regional providers.
- Reviewing issues related to single night SFR rentals.

Supervisor Corless:

- Thank you for coming and for work on early opening of recreation facilities.
- Thank you for information on meeting April 30th.
- Will present information to town on May 6th on behalf of county.

Supervisor Alpers:

- Very ambitious list.
- Reviewed underground project time frame and cost.

Supervisor Stump:

- Thanked Supervisor Corless, Holler and Wentworth for arranging this.

Supervisor Johnston:

- Peter Bernasconi was big help.

C. Review of Local Emergencies

Departments: CAO

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

Action: Continue the state of local emergencies.

Johnston moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Fesko

M15-87

Jim Leddy:

- Will have request for reserve spending on May 5th.

Supervisor Stump:

- Community appreciates resolution, wants it to continue through cleanup.

D. Wheeler Crest Design Review Committee Membership Expansion

Departments: Community Development Department

(Scott Burns) - Proposed Ordinance amending Mono County Ordinance 91-07, which established a Design Review Committee for the Wheeler Crest Planning Area, in order to modify Committee membership criteria and increase number of members to a maximum of seven.

Action: Introduce, read title, and waive further reading of proposed ordinance, as modified per discussion.

Note

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

Johnston moved; Alpers seconded

Vote: 4 yes; 0 no; 1 absent: Fesko

M15-88

Scott Burns:

- Several people interested in joining committee.
- Propose increasing membership from 5 to 7, allow non-resident property owners to serve, allow Supervisors to recommend members.

Stacie Simon:

- Integrated public comment into resolution. Made change to language.

E. CAO Transition

Departments: CAO

(Jim Leddy) - CAO Jim Leddy announced his retirement on April 14, effective on May 31, 2015. The Board will discuss with CAO Leddy projects and priority-setting for his remaining time with the county.

Action: None.

Jim Leddy:

- Thanks to Board and staff for supporting him over last 2 years.
- Will work with all departments to ensure projects go forward.
- Has list of ongoing projects.
- Strategic Planning – has been to every RPAC except June Lake.
- 112 items on plan – unsustainable. Will increase more before it gets whittled down.
- Thanked Supervisor Corless for work and support of Strategic Planning, and other Supervisors for their interest in other projects.
- Described process of going to RPAC meetings.
- Paramedic program needs to be focused on.
- Labor negotiations ongoing.
- Working on State of the County and Annual Report. Should come out in January.
- Round Valley Fire Recovery is winding down, next stage is rebuilding.
- Sonora Pass truck issue will be coming back.
- Good to have employee roundtable meetings continue, maybe every other month.
- Energy Task Force meets tomorrow, discussion of responsibility will be on list. There will be a point person for all ongoing items.
- Rollover budget in June, followed by town hall meetings, then actual budget hearings.
- Need consistency in transition.
- Will be discussing transition at May 6th management meeting.

Supervisor Corless:

- Important to have this as an open session item.
- Need to include staff in discussion.
- Need to address HR manager.
- Would like to integrate budget and strategic plan.
- Willing to assist with annual report.
- May be a good idea to put out some comments ahead of May 6th meeting.

Supervisor Alpers:

- Thanked Jim for help while going through his vision issues.
- Strategic Planning is vital.
- Wants to continue community budget hearings.
- We have talent in managers and an ongoing strategic plan; need to continue moving forward.
- Need to encourage questions, and get everyone on same page.

Note

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Supervisor Stump:

- Department heads need to be involved in determining direction of transition and interim leadership.
- Will work with Jim on communication to staff.
- Will continue to revisit discussion at May meetings.
- Let staff know we all have to go through this together.

Supervisor Johnston:

- Will Jim be handing off items to different department heads or other people?
- What about Energy Task Force?

Lynda Salcido:

- Acknowledged Jim's work for the County, especially on strategic plan.
- Employee communication has been well received, needs to continue.

Robin Roberts:

- Need to continue Jim's work on strategic plan maybe have department heads pick up slack.
- Need clarity on responsibilities (Interim CAO, division of duties, etc.) to mitigate confusion in daily work.
- Volunteered Lynda and herself to assist with transition.
- Need to continue department head meetings.

Leslie Chapman:

- Echoes previous comments
- Department heads are committed to keeping momentum going.
- Need communication from Board to ease management and employee stress and reduce rumors.

Ingrid Braun:

- Wants to keep momentum going, willing to assist in transition process.

Bob Musil:

- Ditto, offered personal and department assistance going forward.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

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

B. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government

Note

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

Code section 54956.9. Number of potential cases: one.

C. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Boulaalam v. Mono County et al..

D. Closed Session - Conference with Legal Counsel

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

12. REGULAR AGENDA AFTERNOON – EMERGENCY ITEM ADDED

Motion to have an emergency item added to the agenda was made during Supervisor Corless' board report.

Action: Move that the Board determine that there is a need to take immediate action with respect to the proposed agenda item (letter to State Board regarding water usage), that the need for Action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

Corless moved; Alpers seconded
Vote: 4 yes; 0 no; 1 absent: Fesko
M15-89

Letter, which has been drafted by staff, was reviewed and approved after closed session, in the afternoon.

Action: Move to approve requested letter as amended.

Johnston moved; Corless seconded
Vote: 4 yes; 0 no; 1 absent: Fesko
M15-90

Jim Leddy:

- Has draft letter to send to SWRCB, requesting they use 16,400 population figure (daily average population) rather than permanent population.

Supervisor Corless:

- Information about the need for this item is found in her board report.
- Wants letter to mention existing level 3 restrictions.

Supervisor Stump:

- Suggested board come back after closed session.

ADJOURN: 1:33 p.m.

Note

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

ATTEST

FRED STUMP
VICE-CHAIRMAN

BOB MUSIL
CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Resolution of Appreciation for Ron
Achten

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A Resolution of Appreciation by the Mono County Board of Supervisors for Ron Achten recognizing his years of service to the Chalfant Valley Fire Department and the Chalfant Community.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Achten Resolution](#)

History

Time

Who

Approval

4/15/2015 3:57 PM	County Administrative Office	Yes
4/28/2015 4:17 PM	County Counsel	Yes
4/26/2015 5:51 PM	Finance	Yes

**RESOLUTION OF THE MONO COUNTY BOARD OF
SUPERVISORS FOR RON ACHTEN RECOGNIZING HIS
YEARS OF SERVICE TO THE CHALFANT VALLEY FIRE
DEPARTMENT AND THE CHALFANT COMMUNITY**

WHEREAS, Ron Achten has served the community of Chalfant Valley as a Volunteer Firefighter, EMT, and Mechanic for over 34 years, and;

WHEREAS, Ron has unselfishly risked life and limb to protect both citizens and visitors while residing in or visiting the Valley, and;

WHEREAS, Ron has been an encyclopedia of knowledge to the many Chiefs he has served under, and has always gone above and beyond on any project given to him, and;

WHEREAS, Ron has always been a staunch supporter of the Department, its members, and its Board of Directors, and;

WHEREAS, Ron has time and time again dropped an expertly prepared meal to render service to a sickly fire apparatus, much to the dismay of his wife Cheryl, and;

WHEREAS, his true value to the Chalfant Valley Fire Department will only be known due to his absence, and;

WHEREAS, the Firefighters, Officers, and Board of Directors of the Chalfant Valley Fire Department wish him a happy and long retirement;

NOW THEREFORE BE IT RESOLVED that the Mono County Board of Supervisors does concur with the Fire Fighters, Officers, and Board of Commissioners of the Chalfant Valley Fire Department and joins them in thanking Ron Achten for his years of valuable service and in wishing Ron the happiest and most fulfilling retirement. APPROVED AND ADOPTED this 5th day of May, 2015, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy Fesko, Supervisor District #4

Fred Stump, Supervisor District #2

Stacy Corless, Supervisor District #5

Tim Alpers, Supervisor District #3



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Solid Waste, Information Technology, County Counsel

TIME REQUIRED

SUBJECT

Amendment to License and
Agreement with Skyway Towers, LLC

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed amendment to License and Agreement with Skyway Towers, LLC pertaining to the use of County property as a telecommunications site. Amendment modifies manner and location of access to licensed premises.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 or 760-932-5418 / 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:

Nate Greenberg, Tony Dublino, Stacey Simon

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
 - [Proposed amendment](#)
 - [Existing License and Agreement](#)
-

History

Time	Who	Approval
4/28/2015 9:56 AM	County Administrative Office	Yes
4/28/2015 4:01 PM	County Counsel	Yes
4/28/2015 2:58 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputies
Christian Milovich
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: May 5, 2015

Re: Amendment to License and Agreement with Skyway Towers, LLC

Recommendation

Approve County entry into proposed amendment to License and Agreement with Skyway Towers, LLC for Use of County Property as a Telecommunications Site, and authorize Chair to execute said amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact

There is no fiscal impact as a result of the proposed amendment

Discussion

The Board approved a conditional License of County-owned property at the Chalfant Landfill to Skyway Towers, LLC, on January 6, 2015. As required by the License, Skyway Towers has commenced the process of planning site use in anticipation of its application for the required land use approvals.

The proposed amendment would slightly modify requirements in the License related to access to the Licensed Premises, in order to better address the needs of the solid waste program in its operation of the Chalfant Transfer Station.

If you have any questions regarding this item prior to your meeting, please call me at 924-1704 or 932-5418 or Tony Dublino at 760-932-5453.

Encl:

Proposed Amendment
License and Agreement

**FIRST AMENDMENT TO LICENSE AND AGREEMENT BETWEEN
MONO COUNTY AND SKYWAY TOWERS, LLC FOR THE USE OF COUNTY
PROPERTY AS A TELECOMMUNICATIONS SITE**

THIS FIRST AMENDMENT TO LICENSE AND AGREEMENT (“Amendment”) by and between the **County of Mono**, a political subdivision of the State of California (“**County**” or “**Licensor**”) and **Skyway Towers, LLC**, a Delaware limited liability company (“**Skyway**” or “**Licensee**”) is made and effective this ____ day of _____ 2015. County and Licensee are collectively referred to as “the **Parties**”.

RECITALS

WHEREAS, the parties entered into a License and Agreement for the use of county property as a telecommunication site dated August 13, 2014, as amended (collectively the “**Agreement**”) concerning a portion of property located at 00 Locust Street, Chalfant, Mono County, State of California, Assessor's Parcel No. 26-200-44; and

WHEREAS, the Agreement provided that Licensee would construct a gate for its own access to the License Area along the western boundary of the Chalfant Landfill; and

WHEREAS, it has now been determined by the Parties that it is preferable for Licensee to access the License Area through the existing access point and to relocate the County’s access gate as described in this amendment;

NOW, THEREFORE, in consideration of the mutual promises hereinafter made and other good and valuable consideration, it is hereby agreed by the Parties to amend the Agreement as follows:

1. Attachment A to the Agreement shall be deleted and replaced with Attachment A (Revised), which is attached hereto and incorporated by this reference.
2. The second paragraph of Attachment B to the Agreement shall be deleted in its entirety and replaced with the following:

“ Access shall be taken through the existing access point along the western landfill boundary. The existing landfill gate will be relocated, and separate gate and fencing shall be constructed to ensure Licensee’s facility will be completely enclosed with no access between the licensed area and the landfill property.”

3. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document.
4. Except as otherwise provided for in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect in accordance with the original terms.
5. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, as amended, the terms of this Amendment shall govern and control.

THE PARTIES agree to the forgoing provisions and have signed this First Amendment to the License and Agreement below through their authorized representatives:

LICENSEE:

Skyway Towers, LLC, a Delaware limited liability company

BY: _____

Name: Scott Behuniak

Title: President/COO of Skyway Towers, LLC

Date: _____

COUNTY OF MONO,

A political subdivision of the State of California

BY: _____

Name: Timothy E. Fesko

Title: Chair, Mono County Board of Supervisors

Date: _____

APPROVED AS TO FORM:

BY: _____

Name: Stacey Simon

Title: Assistant County Counsel

Date: _____

APPROVED BY RISK MANAGEMENT:

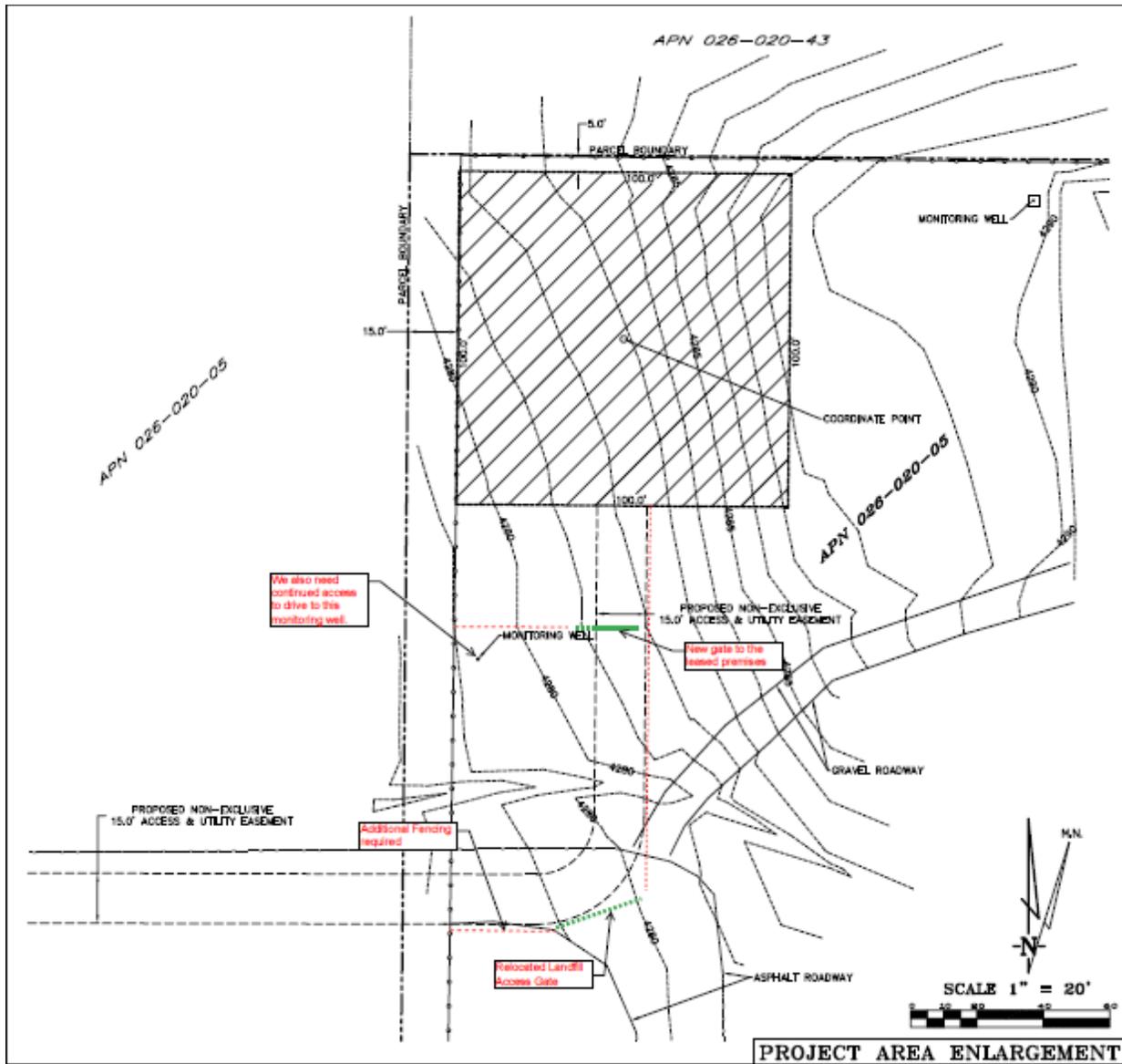
BY: _____

Name: Sarah Messerlian

Title: Risk Manager

Date: _____

Attachment A (Revised)



Notes:

- 1 Upon receipt of legal description and land survey and/or construction drawings this Attachment may be replaced by the Licensee.

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

The parties to this Agreement are the County of Mono, a political subdivision of the State of California ("County" or "Licensor") and Skyway Towers, LLC, a Delaware limited liability company ("Skyway" or "Licensee"). County and Licensee are collectively referred to as "the Parties." This License and Agreement shall be deemed entered into as of the date provided in paragraph 2 ("the **Effective Date**").

Recitals

- A. The County owns certain real property located at 500 Locust Street, Chalfant, Mono County, State of California, Assessor's Parcel No. 26-200-44, as more fully described in Attachment A, attached hereto and made a part hereof ("the **Property**").
- B. The County is willing to grant to Licensee a ten-year license, renewable at Licensee's option, for up to ten additional five-year terms, for use of a portion of the Property and for access thereto, ("the **Licensed Premises**"), on the terms and conditions set forth in this License and Agreement and contingent upon receipt of all necessary planning/land use approvals (the "**Planning Approvals**") and associated compliance with the California Environmental Quality Act (CEQA), and upon amendment by County of the joint technical documents ("**JTD**") for the Chalfant Landfill to allow such use. The Licensed Premises is further described in Attachment B, attached hereto and made a part hereof.
- C. Before entering into this License and Agreement, the County complied with the licensing procedures set forth in Government Code section 25537 (a), including the publishing and posting of a call for bids and the acceptance of the highest bid received in response thereto.

Agreement and License

On the basis of the mutual covenants, conditions and understanding set forth in this License and Agreement, together with its Recitals, the Parties agree as follows:

1. GRANT OF LICENSE.

- A. Subject to the contingencies set forth in sub-paragraph B below, County hereby grants Licensee a license to enter, install equipment on, and use the Licensed Premises, as further described in subdivisions C and D and in Attachment B of this Agreement, for a period of ten (10) ten years from the License Date provided in paragraph 2 (the "**License Date**").
- B. The grant of this License (and the payment of License Fees as set forth in paragraph 3) is expressly contingent upon the following conditions being satisfied:
 - i. Discretionary Planning Approvals. Licensee must apply for and receive all applicable Planning Approvals from the County for the proposed use including, but not limited to, a Conditional Use Permit, and shall comply with all permit conditions and conditions of approval throughout the term of the License. Licensee must submit completed application(s) for the Planning Approvals within 90 days of execution of this Agreement, unless that deadline is extended in writing by the County's Director of Information Technology (the "**Director**"). Licensee understands that grant of the Planning Approvals is within the County's sole discretion and that such Approvals may be granted in whole or in part, with conditions or modifications, or that they may be denied.

- ii. Compliance with CEQA. The County's consideration and possible grant of the Planning Approvals requires compliance with CEQA. Such compliance will occur prior to consideration of the Planning Approvals by the County's decision making body and shall be in accordance with the County's standard CEQA processing requirements and all applicable law. Upon receipt of completed application(s) for the Planning Approvals, County will process the applications, including conducting required review, and make a determination as to whether to approve, conditionally approve, or deny the proposed uses in good faith and within a reasonable period of time.
- iii. Amendment of JTD for Chalfant Landfill. Upon receipt, by Licensee, of the Planning Approvals (if granted), County shall in good faith and within a reasonable period of time, process an amendment to its JTD for the Chalfant Landfill to include Licensee's then-permitted use and shall submit that amendment to CalRecycle for approval. The amendment shall be considered made when approved by CalRecycle.

C. Upon satisfaction of the above contingencies and issuance of written confirmation thereof by County, Licensee shall erect a wireless communications tower and other related improvements as detailed in the Planning Approvals (collectively the "**Communications Tower Facility**") on the Licensed Premises. All structures shall comply with the regulations found in Title 27 CCR Section 21190, relating to the construction of permanent structures on closed landfill sites. Thereafter, Licensee shall install (or provide by sub-licensee for the installation of) wireless communication systems to transmit and receive communications signals to and from the Communications Tower Facility. Licensee may also construct buildings or cabinets on the Licensed Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, and may run columns, supports and foundations from the air space to, on and into the land below, for the support of the building(s) that Licensee or its sub-licensee erects for its use and as authorized herein and as more particularly described in the Planning Approvals. The buildings or cabinets and the base of the tower will be fenced for security at Licensee's expense. The fence type shall be as set forth in the Planning Approvals.

Said installation and use shall be effected with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon.

In the provision of such wireless communication services, Licensee understands and agrees that there is currently no source of electrical power to the site. If Licensee requires/desires electrical power for its operations, it shall be solely and fully responsible for arranging and paying for such service. Any such service shall be made available to County for use in its Transfer Station operations or other uses on the Property.

D. The Licensed Premises includes:

- i. A non-exclusive, unimpaired right to access the Communications Tower Facility from public roads, on foot or motor vehicle, which access shall be separate from the entrance to the County's Transfer Station facility, as shown on Attachment B, for twenty-four (24) hours per day, seven days per week over and across Licensor's Property from an adjacent public right-of-way for the purpose of providing Licensee and/or its sub-licensee/contractor with a right to cross, and means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Licensed Premises to install, maintain, repair, operate, service, replace and remove the Communications Tower Facility and associated equipment and buildings, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Licensee's equipment on the Licensed Premises.
- ii. A non-exclusive, unimpaired right to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, conduits, and pipes, so as to provide utilities to the Communications Tower Facility (the "**Utility Access**"). Such utilities shall be installed and maintained in accordance with the County's Land Development Regulations and with all planning/land use permit conditions and mitigation measures, which may include an additional or amended site plan.

- iii. A non-exclusive, unimpaired right to install vegetation and screening around the Licensed Premises as necessary to meet the applicable landscaping and buffering requirements of the respective County's Land Development Regulations, Planning Approvals and mitigation measures, if and when such placement should ever be required.

E. Access to Premises prior to License Date. Notwithstanding the foregoing, and without any conditions precedent or contingency except as set forth in this paragraph E, upon execution by the parties of this Agreement, Licensee, its agents, or contractors may, at Licensee's sole cost and expense, enter upon the Licensed Premises and conduct studies as Licensee deems necessary to determine the suitability of the Property for Licensee's proposed use. These studies may include, without limitation, surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and other analyses and studies. Prior to entering the Licensed Premises in accordance with this paragraph, Licensee shall provide a minimum of seven calendar days' written notice to the County Solid Waste Superintendent (the "Superintendent") at P.O. Box 457, Bridgeport, CA 93546 or by email to tdublino@mono.ca.gov. The Superintendent shall respond to the notice in writing within five calendar days of its receipt to confirm whether the entry is approved or approved subject to conditions. If no notice is provided within five calendar days, then it shall be presumed that entry is approved.

F. Access to Premises after License Date and Construction of Perimeter Fencing. Upon completion of a perimeter fence and creation of access to the License Area that is separate from the County's access to the transfer station, Licensee may authorize its sub-licensees/contractors, as necessary, and any utility providers, for the purpose of providing electric, telephone and other utilities to the Licensed Premises, to enter the Licensed Premises to install, maintain, repair, operate, service, replace and remove such utilities.

G. Licensor warrants that it has title to the Licensed Premises, and no other person or corporation has the right to lease the same for the term and the renewals thereof granted by this Agreement. Licensor further covenants that Licensee, upon the payment of the rents herein, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Licensed Premises, without hindrance on the part of the Licensor or any person or persons claiming by, through or under the Licensor, for the Term, as defined below, herein Licensed, except that Licensor may cultivate the remainder of the Property as long as it does not unreasonably interfere with Licensee's use of the Licensed Premises.

H. The County reserves the right to license the Property to others for any use it sees fit, excluding the installation of another communication tower facility or the provision of other wireless communication service. The County shall ensure, however, that no such other licensee or licensees uses or will use the Property in any manner that interferes with Licensee's use of the Licensed Premises or Licensees' provision of wireless communication services pursuant to this License and Agreement. The above notwithstanding, via this License and Agreement, Licensee is given the exclusive right to use the Licensed Premises to construct, operate and maintain a Communications Tower Facility and the County shall not enter into any Agreement allowing a third party to use the Licensed Premises to construct a tower for the provision of wireless communication services.

I. Licensee accepts the Licensed Premises in "as is" condition and understands that County has made no representation or guarantee to it that the Licensed Premises is suitable or desirable for the installation of a wireless communications tower.; in this regard Licensee acknowledges it has had an opportunity to inspect the Licensed Premises to determine its suitability for this purpose.

J. Upon termination of this License and Agreement, Licensee shall remove all of the equipment, devices, and other items it has installed or placed on the Licensed Premises as required in the Planning Approvals, and shall restore any portions of the Licensed Premises or the Property it has disturbed as a result of its activities under this License and Agreement as nearly as possible to their condition on the Effective Date, reasonable wear and tear and damage by casualty excepted and consistent with applicable Planning Approvals. Licensee agrees to and shall maintain any portions of the Property and the Licensed Premises affected by its activities under this License and Agreement in a clean, safe, and orderly condition.

K. Notwithstanding the foregoing or any other provision of this License and Agreement, the parties agree that the County is not an insurer and provides no guarantees or assurances of any kind regarding the safety or security of the Property or the Licensed Premises, nor is it hereby undertaking any obligation to provide security

services related to Licensees equipment or operations. Rather, Licensee assumes the risk of loss from any alleged lack of security related to the Property, the Licensed Premises, or its equipment and operations, except for loss caused by the County's willful misconduct.

2. TERM

This Agreement shall be deemed effective on the date it is executed by both parties (the "Effective Date") and shall terminate (unless otherwise provided) either upon termination of the License granted pursuant to paragraph 1, including any successive renewal terms, or upon nonsatisfaction of any or all of the contingencies set forth in subparagraph 1.B, within the time periods provided, or as they may be extended. If the contingencies set forth in subparagraph 1.B. are satisfied, then the term of the License shall be ten (10) years ("Initial Term") commencing on the date that County provides written notice to Licensee that all contingencies are satisfied (the "License Date"), unless otherwise terminated as provided herein. Licensee shall have the right to renew the License for ten (10) successive five (5) year periods (the "Renewal Terms"), on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the License term or renewal. The Initial Term and any Renewal Terms shall collectively be referred to as the "Term".

3. CONSIDERATION

In consideration of the valuable rights provided herein, Licensee shall, commencing on the License Date pay a license fee (the "License Fee") in the amounts set forth in the Fee Schedule attached hereto as Attachment C and incorporated by this reference, to the County by the first day of each month of the term of this License and Agreement.

All payments shall be by check made payable to "County of Mono" and delivered to the County's Director of Finance at the following address:

County Of Mono
Department of Finance, Auditor-Controller
P.O. Box 556
Bridgeport, CA 93517

In addition, Licensee shall provide directly, or contract for the provision of, cellular communications services in a commercially-acceptable manner to residents in the Chalfant Valley and surrounding areas within one year of the License Date. This deadline may be extended in writing by the Director in his discretion, but shall be extended if Licensee has shown good faith (but unsuccessful) efforts to secure a cellular provider for the site in sufficient time to meet the deadline.

Once service is commenced, the provision of internet service to residents in the Chalfant Valley and surrounding areas shall be subject to the performance standards set forth in paragraph 4 below (the "Performance Standards").

4. PERFORMANCE STANDARDS

Licensee understands and agrees that, because the Property is leased by the Licensor to enable it to provide certain public services, the Property is, for purposes of this License and Agreement, public property; and that, as a result. Licensor has an obligation to require any private party it allows to use the Property for the provision of a service to the public on a commercial basis to meet certain performance standards in providing that service. Therefore, Licensee shall observe and comply with the following Performance Standards in providing cellular service pursuant to this License and Agreement and shall by contract, enforceable by Licensor as a third-party beneficiary, require any assignee or Sub-licensee/contractor to meet these performance standards:

A. Use all best efforts to provide cellular service to subscribers on a 24 hours-per-day, 7 days-per-week, 365 days per-year basis. The service provided shall be equal to or exceed the level of service that Licensee or its Sub-Licensee provides to its other subscribers in the region (i.e., those receiving internet service from Licensee or Sub-

licensee via equipment and facilities located on a site other than Property). If neither Licensee nor its Sub-Licensee provides cellular service in the region, then the service provided shall be equal to or exceed the level of services provided by other service providers operating in the region.

B. Via whatever means is most effective, provide subscribers with as much notice as possible whenever cellular service will be unavailable due to routine or scheduled maintenance, repair, or system upgrade. In no event, however, shall less than 48 hours notice be given, and best efforts shall be made to minimize the amount of time service is unavailable due to such repair, maintenance, or upgrade.

C. If, due to an event or circumstance beyond its control (e.g., fire, storm, tree fall), Licensee (or a Sub-Licensee) is unable to provide cellular service to any of its subscribers, it shall use its best efforts, and take whatever action is warranted, to ensure that service is resumed as soon as is practicable under the circumstances.

Licensee understands and agrees that, in order for Licensor to ensure that Licensee complies with the Performance Standards set forth above, Licensor will continuously monitor that service, for example by periodically speaking with Licensee's or Sub-licensee's subscribers, to determine whether the service is available to its subscribers and the duration of the periods, if any, when service is unavailable.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Licensee to provide the services and work described in this Agreement must be procured by Licensee with due diligence and be valid at the time Licensee engages in any such services and work under this License and Agreement. Further, during the Term of this License and Agreement, Licensee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Licensee at no expense to the County. Licensee will provide the County, on or before the execution of this License and Agreement, with evidence of the current and valid licenses, certificates, and permits which are required to provide the services described in this License and Agreement; in the event of a dispute, the County reserves the right to reasonably determine whether a particular license or permit is required to provide such services.

6. DEBT SECURITY

Title to Licensee's Communications Tower Facility and other equipment on the Licensed Premises (the "Licensee Facilities") shall be held by Licensee. All Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensor waives any lien rights it may have concerning the Licensee Facilities. Notwithstanding the foregoing, in the event of removal by Licensee, or anyone acting by, through, or on behalf of Licensee, of the Licensee Facilities, for any reason whatsoever, at any time during the Initial Term, Licensee shall reimburse County its costs to amend the JTD for the Chalfant Landfill, as described in paragraph 1.B.iii.

Licensor acknowledges that Licensee may now or in the future enter into financing arrangements with financing entities for the financing of the Licensee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Licensor Consents").

Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without Licensor's consent Licensee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "**Mortgagees**") to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Licensee shall give written notice to Licensor of any such assignment, mortgage, pledge or transfer of Licensee's interest in this Agreement and shall provide Licensor with an address for notice to Mortgagees, when such notice is required by this Agreement.

Licensor agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Licensee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Licensor shall terminate this Agreement for any reason, Licensor will give to the Mortgagees the right to enter upon the Premises during a ninety (90) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Licensee's Facilities. Licensor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement, and no amendments or changes may be made to this Section of the Agreement without the written consent of the Mortgagees.

7. HAZARDOUS SUBSTANCES

Licensee understands that the Property, including the Licensed Premises, is the site of a County solid waste landfill/transfer station. Licensor shall hold Licensee harmless from and indemnify Licensee against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensor, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this Agreement.

Licensee shall hold Licensor harmless from and indemnify Licensor against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances that are generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensee, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this Agreement.

8. RIGHT OF FIRST REFUSAL/RENTAL STREAM OFFER

If at any time after the date of this Agreement, Licensor receives a bona fide written offer for an instrument of sale, easement, loan, or other legal document, from a third party seeking an assignment and/or transfer of the revenue rental stream associated with this Agreement (the "**Rental Stream Offer**"), Licensor shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within twenty (20) days after it receives such copy and representation, to agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the Twenty (20) day period, Licensor may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Licensee fails or decides not to exercise such right, the right to match any Rental Stream Offer shall continue as to all new owners and offers.

9. OTHER TELECOMMUNICATIONS TOWERS

Licensor agrees that Licensor, with respect to property owned or controlled by Licensor, shall not operate, acquire, or engage in the operation or construction of a telecommunications tower or allow any third party to operate, acquire, or engage in the operation or construction of a telecommunications tower on property owned or controlled by Licensor so as to directly or indirectly engage in any similar or competing business of Licensee within a radius of two (2) miles from the outside boundary of the Communications Tower Facility during the Terms of this Agreement. In the event Licensor is presented with a legitimate written offer to lease land to a similar or competing business of Licensee, Licensor agrees to provide Licensee with a right to match the terms of such written offer to

lease or purchase ground space and build a Communications Tower Facility on any other property owned by Licensor. Licensor shall give Licensee written notice of its intent to accept a legitimate written offer with the specific terms of any such offer to lease or purchase ground space, and Licensee shall give written notice of Licensee's intent to exercise or not exercise its right of first refusal within sixty (60) days thereafter.

10. WORKERS COMPENSATION

Licensor is aware of the provisions of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions during the term of this License.

11. INSURANCE

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

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 Skyway shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. BOND/ FINANCIAL ASSURANCES REQUIREMENTS

Prior to the installation of any Licensee Facilities, Licensee shall furnish and maintain in effect a faithful performance bond, letter of credit, or other financial assurance acceptable to County and approved as to form by County Counsel, in an amount determined by engineer's estimate (or \$10,000 whichever is greater) to guarantee removal of the Licensee Facilities from the site and site reclamation in accordance with the License and Agreement and any land use permit conditions or conditions of approval. If bonding is utilized, the bond 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, Licensee shall promptly furnish such additional security as may be required from time to time to protect the interests of the County. A sample performance bond is attached to this License and Agreement as Attachment D.

13. INDEPENDENT CONTRACTOR STATUS

- A. All acts of Licensee, its agents, officers and employees, relating to the performance of this License and Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the County. Licensee by virtue of this License and 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 on this License and Agreement. No agent, officer, or employee of the County is to be considered an employee of Licensee. It is understood by both Licensee and Licensor that this License and Agreement

shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. Licensee shall determine the method, details, and means of performing its activities under this License and Agreement. Licensee shall be responsible to Licensor only for the requirements and results specified in this License and Agreement, and except as expressly provided in this License and Agreement, shall not be subject to the Licensor's control with respect to the physical action or activities of Licensee in fulfillment of this License and Agreement.
- b. Licensee, its agents, officers and employees are, and at all times during the term of this License and Agreement shall represent and conduct themselves as, independent contractors and not as employees of Licensor.

14. DEFENSE AND INDEMNIFICATION

Licensee shall defend, indemnify, and hold harmless Licensor, its agents, officers, and employees from, for, and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from or in connection with the activities of Licensee or its agents, officers, or employees. Licensee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to the Property or to other tangible or intangible property, including the loss of use. Licensee's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other costs which is caused in whole or in part by any act or omission of Licensee, 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.

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

15. NONDISCRIMINATION

During the term of this License and Agreement, Licensee, 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 other person because of race, religion, color, ancestry, national origin. Physical handicap, medical condition, marital status, age, sex, or any other protected status. Licensee 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 there under in the California Code of Regulations. Licensee 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.

16. ACTS OF NATURE, IMPOSSIBILITY, OR IMPRACTICABILITY

In the event of destruction of any or all of the improvements located on the Property by fire or other acts of Nature, neither of the parties hereto shall be obligated to rebuild said improvements, and if due to any such event Licensee's operations are materially interrupted, Licensee and Licensor shall each have the right to terminate this License and Agreement upon written notice to the other party.

17. PUBLICITY

The parties shall endeavor to coordinate their press releases (if any) and other efforts to publicize Licensee's activities on the Property, although each party shall have final editorial authority regarding its own press releases.

18. REPORTING

Licensee shall supply the Director, upon request, with a report regarding the status of its operations and activities under this License and Agreement.

19. TAXES AND ASSESSMENTS

Licensee agrees to pay all taxes and assessments (if any) lawfully imposed on Licensee by any governmental agency with respect to Licensee's activities under this Agreement, including but not limited to taxes or assessments imposed against Licensee's property, inventory, equipment, activities, or employee wages. In that regard, Licensee is hereby advised pursuant to California Revenue and Taxation Code section 107.6 that this License and Agreement may create a possessory interest subject to property taxation, and that, if such an interest is created, Licensee shall be liable for all taxes assessed on that interest. The provisions of this paragraph shall survive any termination of this License and Agreement.

20. SUB-LICENSING; ASSIGNMENT; SURRENDER OF PROPERTY

- A. Sub-License. Licensee may sub-license the Licensed Premises, without the prior written consent of Licensor, provided that any Sub-licensee is made subject to applicable terms and conditions of this Agreement, including but not limited to the Performance Standards set forth in paragraph 4. This shall include sub-licensing to others the right to transmit and receive communications signals by way of equipment on or attached to the Tower and/or the right to add or install equipment and/or buildings on the Licensed Premises, together with rights of ingress and egress. No sub-license shall relieve the Licensee of its obligations pursuant to this License and Agreement.
- B. Assignment by Licensee. Licensee may assign or otherwise transfer this Agreement to any entity of equal or greater financial strength, upon prior written notice to Licensor, except any assignment, conveyance or transfer of this Agreement, which is separate and distinct from a transfer of Licensee's entire right, title and interest in the Property, shall require the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. Upon assignment, including any assignment requiring Licensor's consent, Licensee shall be relieved of all liabilities and obligations hereunder and Licensor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Licensor's right to consent or not to consent to any transfer which is separate and distinct from a transfer of Licensee's entire right, title and interest in the Property is a continuing right in favor of Licensor and cannot be extinguished by Licensor's consent or non-consent on one or more occasion. For purposes of this paragraph, any assignment, transfer, bequest or devise of Licensee's interest in the Property or this Agreement as a result of the death of Licensee, whether by will or intestate succession, or any conveyance to Licensee's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not require Licensor's written consent.
- C. Surrender. At the expiration of the Term or sooner termination of this License and Agreement, Licensee shall peaceably and quietly quit and surrender the Licensed Premises to Licensor or its agent or designee in as good order, condition and state of repairs as received by Licensee, reasonable wear and damage by the elements excepted and shall remove the Licensee Facilities. If Licensee fails to comply with this provision County may, at its option, cash the bond provided pursuant to this Agreement and cause the removal of Licensee Facilities and the restoration of the Licensed Premises. Any equipment, fixtures, and other property, including the Licensee Facilities, belonging to Licensee and remaining on the Licensed Premises thirty (30) calendar days after termination of this License and Agreement shall become the property of Licensor and may, at Licensor's option, be removed or otherwise disposed of without any liability to Licensee. This paragraph shall survive any termination of this Agreement.

21. TERMINATION FOR CONVENIENCE

Licensor may, after the expiration of the fourth Renewal Term, terminate this Agreement without cause or legal excuse, and without incurring any liability to Licensee, by giving written notice to Licensee at least twelve months before the date of termination. Licensee may terminate this Agreement, without cause or legal excuse, and without incurring any liability to County except as set forth in paragraph 6, by giving written notice to County at least six months before the date of termination.

22. TERMINATION FOR CAUSE - DEFAULT OR BY ORDER OF STATE

- A. Should either party neglect or fail to perform in the manner specified any of the duties and obligations imposed on it via this License and Agreement the non-defaulting party may declare the defaulting party in default. In that event, the non-defaulting party shall notify the defaulting party in writing of the default and therein demand that such party cure the default. Should the defaulting party fail to cure the default within thirty (30) days of the date of the delivery of the notification, the defaulting party may forthwith terminate this License and Agreement. In the event the defaulting party is diligently working to cure such default, then the thirty (30) day period shall be extended, by agreement of the parties, for that amount as time as is necessary to cure the default through such diligent efforts.
- B. Licensee understands that the Licensed Premises are located on the site of a closed landfill and adjacent to a solid waste transfer station. As such, the Premises are subject to the requirements of State law applicable to solid waste facilities. If at any time, by order of the State or any of its agencies, or if required by law or regulation, the Transfer Station or the Licensed Premises are ordered to be closed or the operations are required to be modified, then Licensor shall have the right to terminate or modify this License and Agreement, to the extent necessary to comply with such order(s) and/or requirement(s).
- C. A waiver of any default by one party shall not be deemed a waiver of any subsequent default, and the waiver of any provision in this License and Agreement shall not be deemed an ongoing or subsequent waiver of that provision.

23. INSOLVENCY AND BANKRUPTCY

If Licensee becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntary or involuntary, then this License and Agreement shall immediately terminate and shall not be assignable by any operation or process of the law, nor be treated in any way whatsoever as an asset of Licensee after such event. In such event, the Licensee shall have thirty (30) days following the termination to remove the Licensee Facilities and restore the premises to their prior condition, reasonable wear and tear excepted. If Licensee does not remove the Licensee Facilities and restore the Premises, then County may cash the bond provided pursuant to this Agreement and cause such removal and/or restoration itself.

24. NOTICES

All notices required or permitted under this License and Agreement shall be in writing and delivered to the parties by facsimile transmission, by personal service, by express mail, by email, or by first class mail, postage prepaid, at the addresses stated below:

Mono County
Nate Greenberg
Director of Information Technology
P.O. Box 7657
Mammoth CA 93546
Telephone: 760-924-1819
Facsimile: 760-824-1701
ngreenberg@mono.ca.gov

Skyway Towers, LLC
Sara Benson
Skyway Towers, LLC
Assistant Program Manager, Operations Dept.
Direct (813) 960-6219 Cell (813) 494-1958
Fax (813) 960-6210
operations@skywaytowers.com
20525 Amberfield Dr, Suite 102,
Land O Lakes, FL 34638

With a copy to:
Mono County Counsel
P.O. Box 2415
Mammoth Lakes CA 93546
Telephone: 760-924-1700
Facsimile: 760-924-1701

ssimon@mono.ca.gov

The Parties may, by notice as provided above, designate a different address to which notice will be given.

25. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This License and Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this License and Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this License and Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

26. SEVERABILITY

Each provision of this License and Agreement is severable from any and all other provisions of this License and Agreement. Should any provision of this License and Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

27. GOVERNING LAW

This License and Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Mono.

28. REPRESENTATION BY COUNSEL

The parties each acknowledge that this License and Agreement is executed voluntarily and without duress or undue influence on the part of the other party. They further acknowledge that they have knowingly participated in the negotiation and preparation of this License and Agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that it they are fully aware of the contents of this License and Agreement and of its legal effect. Therefore, any ambiguities in this License and Agreement shall not be resolved in favor of or against either party.

29. COUNTERPARTS

This License and Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same License and Agreement.

30. MEMORANDUM OF AGREEMENT

On or following the License Date, Licensor agrees to execute a Memorandum of this Agreement which Licensee may record with the appropriate recording officer.

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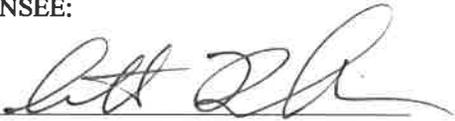
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IN WITNESS of the foregoing provisions the parties have signed this License and Agreement below through their authorized representatives:

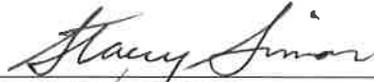
LICENSEE:

BY: 

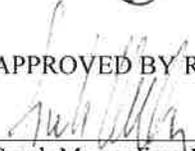
COUNTY OF MONO,
A political subdivision of the State of California

BY: 
Chair, Mono County Board of Supervisors

APPROVED AS TO FORM:


Mono County Counsel

APPROVED BY RISK MANAGEMENT:


Sarah Messerlian, Risk Manager

ATTACHMENT B

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

A square area of one hundred feet by one hundred feet (100'x100'), beginning at the northwestern point of the Chalfant Landfill site, proceeding 100' south along the western property boundary, then 100' east into the landfill site, 100' north through the landfill site to the northern boundary, and along the northern boundary 100' to the point of beginning.

Access shall be taken along the western landfill boundary, through a separate gate to be provided by Licensee, leading directly into the licensed area. Licensee's facilities shall be completely enclosed with fencing such that there shall be no access between the licensed area and the remaining property.

ATTACHMENT C

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

LICENSE FEE SCHEDULE

Schedule A:

Initial Term License Fee

Year One \$12,000
Year Two \$12,360
Year Three \$12,731
Year Four \$13,113
Year Five \$13,506
Year Six \$13,911
Year Seven \$14,329
Year Eight \$14,758
Year Nine \$15,201
Year Ten \$15,657

First Optional Renewal

Year One \$16,127
Year Two \$16,611
Year Three \$17,109
Year Four \$17,622
Year Five \$18,151

Second Optional Renewal

Year One \$18,696
Year Two \$19,256
Year Three \$19,834
Year Four \$20,429
Year Five \$21,042

Third Optional Renewal

Year One \$21,673
Year Two \$22,324
Year Three \$22,993
Year Four \$23,683
Year Five \$24,394

Fourth Optional Renewal

Year One \$25,125
Year Two \$25,879
Year Three \$26,655
Year Four \$27,455
Year Five \$28,279

Fifth Optional Renewal

Year One \$29,127
Year Two \$30,001
Year Three \$30,901
Year Four \$31,828
Year Five \$32,783

Sixth Optional Renewal

Year One \$33,766
Year Two \$34,779
Year Three \$35,823
Year Four \$36,897
Year Five \$38,004

Seventh Optional Renewal

Year One \$39,144
Year Two \$40,319
Year Three \$41,528
Year Four \$42,774
Year Five \$44,057

Eighth Optional Renewal

Year One \$45,379
Year Two \$46,741
Year Three \$48,143
Year Four \$49,587
Year Five \$51,075

Ninth Optional Renewal

Year One \$52,607
Year Two \$54,185
Year Three \$55,811
Year Four \$57,485
Year Five \$59,209

Tenth Optional Renewal

Year One \$60,986
Year Two \$62,815
Year Three \$64,700
Year Four \$66,641
Year Five \$68,640

Schedule B

Year One Annual Escalator

3%

ATTACHMENT D

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY
AND SKYWAY TOWERS, LLC
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

**COUNTY OF MONO
SAMPLE PERFORMANCE BOND**

WHEREAS, the County of Mono, acting by and through the Department of Information Technology, has awarded to _____, hereafter designated as the "Licensee," a License to utilize the Licensed Premises at the Chalfant Landfill as a cellular communications site.

AND WHEREAS, Licensee is required to furnish a bond in connection with said License, guaranteeing the faithful removal and reclamation of all telecommunications equipment and infrastructure from the Licensed Premises and site reclamation and restoration, all in accordance with the License and Agreement and any planning permits or conditions of approval, and upon termination of the License and Agreement as set forth therein or upon revocation of planning or land use permits or approvals.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), 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 Licensee, its heirs, executors, administrators, sub-contractors, 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 License and Agreement and all planning permits or conditions of approval, 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:

By : Attorney-in-Fact

Contractor

Name of Surety (SEAL)

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is
(Attorney-in-fact)

subscribed to this instrument and known to me to be the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: County Counsel; Information Technology

TIME REQUIRED

SUBJECT Updated House and Property
Numbering Ordinance

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Adopt Ordinance #ORD 15- of the Mono County Board of Supervisors Amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering.

RECOMMENDED ACTION:

Adopt proposed ordinance #ORD15-_____, amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code Pertaining to and in Reference to House and Property Numbering. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Christian Milovich

PHONE/EMAIL: 7609241706 / cmilovich@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](#)
- [Exhibit 1 - Ordinance with Attachment A \(Chpt 15.20\)](#)
- [Exhibit 2 - Section 13.35.010](#)
- [Exhibit 3 - Section 17.16.250](#)

History

Time	Who	Approval
4/28/2015 9:58 AM	County Administrative Office	Yes
4/28/2015 4:20 PM	County Counsel	Yes
4/29/2015 9:27 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

To: Honorable Board of Supervisors

From: Nate Greenberg, Information Technology Director
Christian Milovich, Deputy County Counsel

Date: May 5, 2015

Re: Amendments to Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to House and Property Numbering.

Recommendation

Adopt proposed ordinance amending Chapter 15.20 and Sections 13.35.010 and 17.16.250 of the Mono County Code pertaining to and in reference to house and property numbering. Provide any desired direction to staff.

Fiscal Impact

None

Discussion

The proposed ordinance was introduced at your April 14, 2015, meeting and is on your agenda for adoption today.

As discussed on April 14, Chapter 15.20 of the Mono County Code focuses on the authority, methodology, and requirements for the addressing of houses and properties and the naming of streets with the purpose of locating them, especially during emergency response scenarios. The current language was codified in 1993 and requires modification to ensure consistency and compliance with modern methodologies and practices. Updates to sections 13.35.010 and 17.16.250 are necessary to ensure internal consistency throughout our local code.

If you have any questions on this item prior to your meeting, please feel free to call me 760-924-1706 or Nate Greenberg at 760-924-1819

Attachments:

- Exhibit 1 – Ordinance with Attachment A (Updated Chapter 15.20)
- Exhibit 2 – Updated Section 13.35.010
- Exhibit 3 – Updated Section 17.16.250



ORDINANCE NO. ORD 15-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 15.20, AND SECTIONS 13.35.010 AND 17.16.250 OF THE MONO COUNTY CODE PERTAINING TO AND IN REFERENCE TO HOUSE AND PROPERTY NUMBERING

WHEREAS, Chapter 15.20 of the Mono County Code contains regulations for house and property numbering; and

WHEREAS, Sections 13.35.010 and 17.16.250 make necessary cross-references to the procedures for house and property numbering found in Chapter 15.20; and

WHEREAS, the Board of Supervisors wishes to amend Chapter 15.20 to provide a comprehensive system of house and property numbering to further emergency response and other public health and safety purposes; and

WHEREAS, the Board of Supervisors further wishes to make corresponding changes to Sections 13.35.010 and 17.16.250;

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

SECTION ONE: Chapter 15.20 of the Mono County Code is hereby amended in its entirety to read as set forth in Attachment "A", attached hereto and incorporated herein by this reference.

SECTION TWO: Chapter 13.35.010 of the Mono County Code is hereby amended to read as follows:

"Whenever the county director of transportation finds that a name should be adopted and applied to any public road in Mono County, or that the existing name of any public road in the county should be changed in order to avoid confusion and delay in emergency response to properties along the road, the director, in collaboration with the IT Director, shall develop a proposed name or new name for the road, as the case may be, and request the planning commission to conduct a public hearing to consider the proposed name in order for the commission to make a recommendation thereon to the board of supervisors."

SECTION THREE: Chapter 17.16.250 of the Mono County Code is hereby amended to read as follows:

1 "Streets that are extensions of or obviously in alignment with existing streets
2 shall bear the names of existing streets. The names of new streets shall be
3 subject to the approval of the Director of Transportation and IT Director,
4 pursuant to Sections 13.35.10 and 15.20, and shall not duplicate the existing
street names, except as provided above."

5 **SECTION FOUR:** This ordinance shall become effective 30 days from the date of its
6 adoption and final passage, which appears immediately below. The Clerk of the Board of
7 Supervisors shall post this ordinance and also publish the ordinance in the manner
8 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.

9 **PASSED, APPROVED and ADOPTED** this ____ day of April, 2015 by the following
vote, to wit:

10 AYES:
11 NOES:
12 ABSENT:
ABSTAIN:

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

14
15 ATTEST:

APPROVED AS TO FORM:

16 _____
17 Clerk of the Board

18 _____
19 County Counsel

Attachment A

Chapter 15.20 HOUSE AND PROPERTY NUMBERING*

Sections:

- 15.20.010 Purpose.**
- 15.20.020 Area Affected.**
- 15.20.030 Administration.**
- 15.20.040 Definition.**
- 15.20.050 Street naming standards and procedures.**
- 15.20.060 Addressing standards for Lots with one principal Building.**
- 15.20.070 Addressing standards for complexes & developments without Internal Street networks.**
- 15.20.080 Addressing standards for multi-family residence developments With internal street networks.**
- 15.20.090 Specifications for Address number.**
- 15.20.100 Specifications for Building letters.**
- 15.20.110 Section 15 Street signage standards, procedure, and specification.**
- 15.20.120 How and when to affix numbers.**
- 15.20.130 Implementation.**
- 15.20.140 Enforcement and Penalties.**

15.20.010 Purpose.

The purpose of this chapter is to establish a County-wide house and property numbering system that is consistent with Mono County General Plan Chapter 22 (Fire Safe Regulations) and the County 911 Emergency Response System. The specific objectives of this chapter are as follows:

- A. To provide Property Owners and the County with a convenient, accurate and systematic means of identifying property.
- B. To name new streets, and rename old streets with conflicting or duplicate names, in order to provide for the efficient provision of emergency services.
- C. To provide a means for expedient emergency response by all necessary emergency services.
- D. To establish a property location that will serve as an Emergency 911 Address.
- E. To assist in the proper delivery of utility and other services.
- F. To support the County's move to Enhanced 911.

15.20.020 Area Affected.

This chapter shall apply to and govern each and every Lot, parcel, or tract of land and improvement thereof, within the unincorporated areas of the County, in accordance with the implementation schedule set forth in section 15.20.130. The structure numbers on all residential, multi-family and commercial Buildings existing at the time this chapter is adopted will be checked to ensure conformance with the standards set forth in this chapter. If the existing structure number is found to be non-compliant, the Director may assign a new number as set forth herein. All new and future structures will be assigned a primary structure number in compliance with this chapter.

15.20.030 Administration.

The assignment of numbers and the maintenance of the records pertaining thereto are the responsibility of the Information Technology Department. The Director of Information Technology (“Director”) shall be responsible for the administration of these standards and the maintenance of all maps and data relating to street names and addresses and will also determine if the assignment of names and numbers conforms to the standards set forth in this chapter. The Director shall notify Property Owners of the assignment of property numbers and the effective date of display of the numbers. It shall be the responsibility of the Property Owner to erect or install occupancy or structure numbers compliant with section 15.20.090 of this chapter and street naming signage compliant with section 15.20.110 of this chapter. The Director shall further assign numbers to all parcels created by any division of land. The Director may assign such additional numbers as are necessary to identify separate occupancies or structures and may consult with the appropriate Fire Protection District and the Mono County Sheriff’s Department to help resolve addressing issues.

15.20.040 Definitions.

As used in this chapter:

- A. “Address” means a combination of a number, a street name and, when necessary, a unit number that is assigned to a parcel, structure, or unit within a structure, and is unique to it, to indicate its location.

- B. "Adjoining" means having a common boundary for at least twenty-five feet.
- C. "Building" means any structure used or intended for sheltering or supporting any use or occupancy.
- D. "Principal Building" means a Building that is large enough or used in such a way that, in the Director's judgment, it requires a separate address. Mobile homes are Principal Buildings.
- E. "Contrast" with regard to colors used for the numbers, means two dissimilar colors that, when viewed alongside each other, distinctly oppose each other, allowing them to be visible to the naked eye and that stand out against the prevailing background.
- F. "Driveway" means a vehicle way that provides access, primarily for the occupants, from a Street into a Lot or complex and that:
 - a. Has a ramp for its entrance from the Street; and
 - b. Provides access to no more than two separate dwellings or addressed structures or to any number of dwellings or addressed structures within a single complex or development.
- G. "High Rise" means a multi-level Building greater than 3 stories.
- H. "Internal Street" means a street within a multi-family development or complex or other development or complex that provides access to the development or complex from a Driveway.
- I. "Lot" means a parcel of real property.
- J. "Property Owner" means the person, firm, corporation or partnership that the latest county tax assessment rolls shows as the owner or long-term lessee.
- K. "Primary Driveway" means the primary point of access to a Lot identified by Property Owner.
- L. "Street" means a right-of-way or Street easement, whether public or private, that provides vehicular access to abutting property.
- M. "Structure" means a Building, modular or the like, which is assembled or constructed on the ground, or attached to anything with a foundation on the ground. This includes mobile homes and manufactured housing regardless of their method of attachment.

15.20.050 Street naming standards.

This section pertains to the standards which apply when naming streets. Regulations pertaining to the process and procedure for the adoption of street names are set forth in Chapter 13.35 or Subdivision Map Act and Section 17.16.250 of this Code.

All Streets that serve three or more properties under different ownership will be named regardless of whether the ownership is public or private.

- A. Driveways shall not be named.
- B. A Street name assigned by the County shall not constitute or imply acceptance of the Street into the County's road system.
- C. There shall be no duplication of names by sound or spelling (e.g. Pine Road and Pine Lane, or Beach Street and Beech Street).
- D. When a proposed Street is in general alignment with an existing Street, and the proposed Street is to be a continuation of the existing Street, the existing name and designation should be maintained.
- E. Each Street will have the same name throughout its entire length.
- F. No Street name shall be over sixteen (16) characters in length. In counting characters, spaces between words shall be included, but Street name suffixes (e.g. road, drive, lane, circle) shall not be included.
- G. Address plans shall be submitted with the Tentative Map and before submittal of a Final Map; the sub-divider shall submit a Street Naming and Addressing Plan to the Information Technology Department. In addition, if any Property Owner proposes to locate or construct a new road (private or public), the Property Owner shall submit a Street Naming and Numbering Plan to the Information Technology Department. Address plans must be approved prior to Map Recordation.

15.20.060 Addressing standards for Lots with one Principal Building.

The following standards shall apply when assigning numbers to Buildings, dwellings, or other structures when only one principal Building is on the property:

- A. Official property numbers shall proceed from a logical point of origin. Each Street will have a point of origin as a zero starting point for Address numbers.
- B. All dead end Streets and cul-de-sacs shall begin with ascending numbers at the open end that connects to another street.
- C. Allowances shall be made for vacant Lots in order that numbers may be properly assigned for future development.
- D. Numbers will be assigned along both sides of a Street. Odd-numbered Addresses will be assigned on the North side of East-West Streets and on the West side of North-South Streets. Even-numbered Addresses will be assigned on the South side and East side, respectively.
- E. Numbers shall be established based on the front entrance from the Street as designated by the County.
- F. The number shall be displayed upon the front of the Building and/or on the side facing the Street throughout the year in summer and winter. The number shall be plainly visible from the Street. Houses that are set back out of view from the Street shall place a sign at the Driveway entrance upon which shall be affixed the specified numbers.
- G. For Lots that are accessed by multiple Driveways, a Primary Driveway shall be identified, which will be used for Address assignment. Such access points are subject to review and approval of the Director to ensure they are accessible to emergency service providers.
- H. The assignment of a building number/Address is required prior to the issuance of a building permit.

15.20.070 Addressing standards for complexes and developments without Internal Street networks.

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common

Driveway or Driveways and parking area(s), without Internal Streets (for purposes of this section "Complex"):

- A. Each Complex must have a County approved name designating it, which shall be made known at the time of permit application. This name shall be preserved, utilized, and prominently displayed at the Complex. The Address for the Complex shall be prominently displayed as well.
- B. For Complexes that are accessed by multiple Driveways, the County shall designate a primary access point associated with the Driveway that most directly accesses the manager's unit or main office; this Building will be used for Address assignments and shall be known as the "Primary Driveway". Such access points are subject to review and approval of the County.
- C. A multi-family dwelling structure such as an apartment Building will be assigned one Street Address, and individual numbers for each unit, by the County.
- D. If more than one Building is present in a Complex, each Building must be assigned a Building letter or number per the standards set forth in Section 15.20.050 G.
- E. Each entrance serving a separate occupant, shall be assigned a unique Unit Number, however, it will maintain the Address of the property upon which it is built and the letter of the Building it is in. (Example: 24 Public Road, Building A, Unit 103).
- F. Unit designators shall be as follows: Ground level floor numbers - #101, #102, #103, Second floor numbers-#201, #202, #203. Additionally, all floor levels are to follow this scheme. Underground floor designator shall follow the same scheme with the exception of having "U" for a prefix, for example #U101, #U102, etc.
- G. Unit numbers shall be at least four inches (4") in height, made of a Contrasting color to the background, and placed next to the door.
- H. Mobile home parks shall be assigned one Address based on the location of the Primary Driveway. Individual numbering of each mobile home space must be determined and provided to the County before an Address will be issued to the park. (Example: 24 Public Road, Lot 1).
- I. In the case of mall or a shopping center, the Owner of any business that is located within such mall or shopping center shall display the legally assigned space or unit number at the main entrance to the business. Additionally, the Owner of each business shall display the

legally assigned number on the rear door to the Building in numbers that are not less than (4") inches in height.

- J. The assignment of an Address is required prior to the issuance of a building permit. The Director will approve each address, including building letters and unit numbers.

15.20.080 Addressing standards for complexes and developments with Internal Street networks.

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common Driveway or Driveways and parking area(s) but which has Internal Streets (for purposes of this section "Complex").

The Complex shall use the Address assigned to the property during the construction phase of the project only. After the project has been built, the 'parent' address is retired and superseded by the individual unit address. All structures, dwellings, common-area facilities, alarms, and other infrastructure must comply with the following:

- A. Whenever a network of named Streets exists within a Complex, the Street names shall be utilized in the Addressing of the structures they service. All Street names must comply with Section 15.20.060.
- B. The Address shall be displayed upon the front of the Building and/or on the side facing the Street. The number shall be plainly visible from the Street. All numbers shall meet the standards discussed in this chapter.
- C. Each entrance serving a separate occupant within each Building shall be assigned a unique Address based on the location of the Driveway or garage that services said unit. Numbers shall be displayed according to the standards set forth in section 15.20.090.
- D. The assignment of building numbers and Addresses is required prior to the issuance of a building permit.

15.20.090 Specifications for Address numbers.

Address numbers shall comply with the following specifications:

- A. Address numbers shall be made of durable material.

- B. Address numbers shall be depicted in Arabic numerals or shall be the English words for such numbers.
- C. Address numbers shall be clearly visible from the Street during both summer and winter months but no digit or letter shall be smaller than (4") inches in height.
- D. Structures located more than 50 feet from the Street and/or not clearly visible from the Street shall comply with the above standard by maintaining a post at the intersection of the Driveway and Street. Said post shall be at least three feet (3') in height of durable material with Address numbers posted on it. Said numbers shall be at least four inches (4") in height. In all cases, a larger number than the minimum size may be required where the minimum size does not provide adequate identification.
- E. The color of the Address numbers shall Contrast with the immediate background so as to be easily readable.
- F. It shall be unlawful to cover or conceal, or to permit the obstruction of the Address numbers. All numerical identifications must be easily identifiable without obstruction of view.
- G. It shall be unlawful to post numbers other than the primary Address.
- H. All old numbers shall be removed when a new Address number has been assigned in accordance with this chapter.
- I. The Property Owner shall maintain numbers in such a manner that they continue to comply with the foregoing specifications.
- J. Structure numbers and unit designators, as viewed from the Street, shall not be obstructed from view.

15.20.100 Specifications for Building letters.

- A. Each Building in a multi-building development or complex shall receive a unique letter, beginning with A. Alternatively, Buildings may be given names, but the first letter of the name shall not be used in the name of any other Building in that complex or development. (Ex. A, B, C, ... or Aspen, Birch, Cherry,);
- B. Buildings shall be lettered in alphabetical order as you drive through the complex.

- C. Building letters are to be at least one foot (1') in height, made of contrasting color, and shall be conspicuously located and placed on the side of the Building facing the Driveway or Street at least 10' off the ground so as to clearly identify the Building they relate to year-round.

15.20.110 Street signage standards, procedure, and specifications.

Installation and maintenance of Street name signs will be done as follows:

- A. In subdivisions, the Property Owners' association (or other similar entity) which represents the Property Owners in the subdivision, or the Property Owners in said subdivision (if there is no Property Owners' association or similar entity) shall be responsible for installing and maintaining street name signs with the approved name of the Street and the intersecting Street in accordance with the specifications in this chapter. The foregoing shall not apply where a Street is County-maintained, or intersects with a County-maintained Street at the intersection.
- B. In all other cases, the Property Owners adjoining the Street shall be responsible for installing signs with the approved name of the Street and the intersecting Street in accordance with the specifications set forth in this chapter. The County will only be responsible for installing Street name signs for County-maintained Streets.
- C. No occupancy permits for any Building or Buildings to be erected shall be issued until such time as the Street name signs are installed.
- D. Street signs shall meet all State and County Standards.
- E. Signage must conform to all applicable State and County standards, including standards set forth in The Manual Uniform Traffic Control Devices:
 - a. **Posts and Mountings** shall be permanent and durable. Post materials shall consist of a standard 4x4 wood post or alternate materials or construction that meet nationally accepted breakaway standards.
 - b. **Mounting height:**
 - i. Rural Areas: A minimum of 5 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.
 - ii. Business, commercial or residential areas where parking or pedestrian movements are likely to occur: 7 feet,

measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.

c. Orientation:

- i. Business or commercial areas: Street Name signs shall be placed on diagonally opposite corners.
- ii. Residential areas: at least one Street Name sign shall be mounted at each intersection. They shall be mounted with their faces parallel to the streets they name.
- iii. At intersection crossroads where the same road has two different street names for each direction of travel: both street names may be displayed on the same sign along with directional arrows.

- d. **Sign Lettering**: Lettering on post-mounted Street Name signs shall be composed of initial upper-case letters at least 6 inches in height and lower-case letters at least 4.5 inches in height. On multi-lane streets with speed limits greater than 40 mph, the lettering on post-mounted Street Name signs shall be composed of initial upper-case letters at least 8 inches in height and lower-case letters at least 6 inches in height.

Option: For local roads with speed limits of 25 mph or less, the lettering on post-mounted Street Name signs may be composed of letters at least 4 inches in height.

- e. **Retroreflectivity and Illumination**: Street Name signs and object markers shall be retroreflective or illuminated to show the same shape and similar color by both day and night.

- f. **Lateral Offset**: Street Name signs shall be installed in urban areas at all street intersections regardless of other route signs that might be present and should be installed in rural areas to identify important roads that are not otherwise signed. All supports should be located as far as practical from the edge of the shoulder.

15.20.120 How and when to affix numbers.

- A. Numbers shall be affixed within 60 days after assignment and in accordance with this chapter, or as otherwise authorized by the Director.

15.20.130 Implementation.

- A. **New Streets and Addresses:** All Streets or Lots created following adoption of this chapter shall comply with the standards set forth herein. In situations where such assignment would result in incongruity amongst the existing numbering system, a temporary Address may be assigned and later replaced with a permanent, compliant Address.
- B. **Existing Streets and Addresses:** Unless otherwise authorized by the Director, Streets and structures that are not in compliance with the standards set forth in this chapter will be changed per resolution, adopted with or pursuant to this chapter.

15.20.140 Enforcement and penalties.

In the event that any number assigned to any structure under this chapter or under a resolution adopted pursuant to this chapter, is not affixed thereto in accordance with the requirements of this chapter, the Property Owner may be subject to administrative citation in accordance with chapter 1.12.

Exhibit 2

Chapter 13.35 - NAMING AND RENAMING OF PUBLIC ROADS

Sections:

13.35.010 - Finding by director of transportation.

Whenever the county director of transportation finds that a name should be adopted and applied to any public road in Mono County, or that the existing name of any public road in the county should be changed in order to avoid confusion and delay in emergency response to properties along the road, the director, in collaboration with the IT Director, shall develop a proposed name or new name for the road, as the case may be, and request the planning commission to conduct a public hearing to consider the proposed name in order for the commission to make a recommendation thereon to the board of supervisors.

(Ord. 06-09 § 2 (part), 2006.)

Exhibit 3

Chapter 17.16 - SUBDIVISIONS—REQUIREMENTS AND IMPROVEMENTS

Sections:

17.16.250 - Street names.

Streets that are extensions of or obviously in alignment with existing streets shall bear the names of existing streets. The names of new streets shall be subject to the approval of the Director of Transportation and IT Director, pursuant to Sections 13.35.10 and 15.20, and shall not duplicate the existing street names, except as provided above.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Information Technology; Finance

TIME REQUIRED

SUBJECT Authorization for IT to Purchase
Replacement Storage Device

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Information Technology is seeking Board approval for the purchase of a replacement Storage Area Network (SAN) data storage device for Bridgeport data center as the existing infrastructure has reached end of life. The amount is fully covered by existing money within the IT budget but the purchase amount of \$22,893.75 requires Board authorization to make.

RECOMMENDED ACTION:

Approve the purchase of a new EMC VNXe3200 SAN device to replace an existing one which has reached end of life.

FISCAL IMPACT:

\$22,893.75 which is fully covered by the IT budget.

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](#)

[Quote](#)

History

Time	Who	Approval
4/28/2015 9:57 AM	County Administrative Office	Yes
4/28/2015 4:26 PM	County Counsel	Yes
4/27/2015 12:46 PM	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 24, 2015

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Purchase of replacement Storage Area Network (SAN) data storage device for Bridgeport data center

Recommendation

Approve the purchase of a new EMC VNXe3200 SAN device to replace an existing one which has reached end of life

Discussion

Mono County utilizes EMC brand Storage Area Network (SAN) devices for enterprise data storage solutions in both Bridgeport and Mammoth Lakes data centers. The meaningful life age of these devices is approximately five years, and the Bridgeport device has been in service for nearly six now.

The 2014-2015 IT budget included \$15,000 in the Capital account to replace the hardware 'cabinet' for this storage device. Additionally, \$10,000 was budgeted in our Infrastructure budget to populate it with storage, as needed.

Information Technology staff evaluated five different hardware vendors when considering the replacement equipment. The top choice again ended up being EMC Corporation, and the solution they provided (VNXe3200) is 'fully-populated' with storage. The hardware is being sold under a California WSCA/CMAS contract which greatly reduces the cost of the hardware and provides the added benefit of free on-site support for the life of the equipment.

After being provided with a formal quote for \$22,893.75, IT requested a budget transfer of \$8,000 from our Infrastructure Equipment and Maintenance account into the Capital Account to cover the full cost of the equipment.

The item before you today is to request formal authorization to make the purchase.

Fiscal Impact

\$22,893.75 which is fully budgeted for in the Information Technology budget.



Sales Proposal

2000 Crow Canyon Place, Suite 250
 San Ramon CA 94583
 650-392-7848
 www.kovarus.com

Date	Quote #
4/15/2015	E150415MT03

Bill To	Ship To
Mono County 25 Bryant St, Annex 2, 2nd Fl PO Box 556 Bridgeport CA 95317	Mono County 25 Bryant St, Annex 2, 2nd Fl PO Box 556 Bridgeport CA 95317

Expiration Date	Account Manager	Terms	State Contract #
6/30/2015	Toto, Matt	Net 45	DGS 1-13-70-10C (Cat C)

Ln	Qty	Model #	Description	List Price	Unit Price	Ext. Price	Tax Rate	KTS Item Type
1	1	V32D12AN5QM25	VNXe3200;2xSP DPE;25x2.5 DS;25x900GB 10K	19,000.00	9,975.00	9,975.00	7.5%	Hardware
2	1	V32-DAE-12	2U DAE WITH 12 x 3.5 INCH DRIVE SLOTS	1,890.00	992.25	992.25	7.5%	Hardware
3	9	V6-PS07-020	VNXe 3200 2TB NL SAS 12X3.5	720.00	378.00	3,402.00	7.5%	Hardware
4	3	FLV6PS6F-100	VNXe 3200 100GB FAST CACHE 12X3.5	1,835.00	963.38	2,890.14	7.5%	Hardware
5	3	V32-PWR-12	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	0.00	0.00	0.00	0.0%	Hardware
6	1	POWERPATH-LS	POWERPATH LICENSE SOLUTION	0.00	0.00	0.00	0.0%	Software
7	1	VNXE-LS-SN	VNXe LICENSE SOLUTION PSNT AS LAC	0.00	0.00	0.00	0.0%	Software
8	5	456-103-635	COUNTS OF PP WINDOWS HOSTS	0.00	0.00	0.00	0.0%	Software
9	10	457-100-696	PP IND LIC X86 (1-7 CPUs)	595.00	121.68	1,216.80	0.0%	Software
10	1	456-104-909	VNXE3200 FAST SUITE =IC	0.00	0.00	0.00	0.0%	Software
11	1	456-104-905	VNXE3200 BASE DUAL SP ECOSYS =IC	4,880.00	997.96	997.96	0.0%	Software
12	1	456-106-747	VNXE3200 Remote Protection=IC	0.00	0.00	0.00	0.0%	Software
13	17	VNXECAPT	VNXE OE PER TB HI CAP FOR VNXe3200	195.00	39.88	677.96	7.5%	Software
14	1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	0.00	0.00	0.00	0.0%	Professional Services
15	1	PS-BAS-RSVXED	REMOTE DEPLOY SUPPORT FOR VNXE UNIFIED	1,250.00	997.38	997.38	0.0%	Professional Services
16	1	CE-EVALPAKVNXE	VNXe eLearning ValuePak	500.00	398.95	398.95	0.0%	Professional Services
17	1	M-PREHWE-002	PREMIUM HW SUPPORT	7,054.00	0.00	0.00	0.0%	Support
18	1	M-PRESW-011	PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM	12,425.00	0.00	0.00	0.0%	Support
19	1	M-PRESWE-002	PREMIUM SW SUPPORT	0.00	0.00	0.00	0.0%	Support
20	1	WU-PREHWE-02	PREMIUM HW SUPPORT-WARR UPG	2,960.00	0.00	0.00	0.0%	Support

Notes: This proposal is valid for 90 days. Payment terms are Net 45 days. F.O.B. Destination Freight Prepaid. Kovarus utilizes the Commercial Useful Function (CUP) of Castro International Consulting (CIC) for both DVBE as well as Certified California Small Business (Ref#: 1744407). For further information, please contact your Kovarus representative. ► NEW systems support covers 5 Yrs PREM HW/SW ◀ For quote refresh/updates, please reach out to: ► Sabra Hill shill@kovarus.com O: 916-248-4017 F: 916-436-3228 ◀	Subtotal Total Tax Total	21,548.44 1,345.31 \$22,893.75
--	--------------------------------	--------------------------------------

This Proposal is a copyright of Kovarus, Inc. and is not to be forwarded in whole or in part to third parties without the written consent of Kovarus, Inc.

ACCEPTED BY: _____ DATE: _____ PURCHASE ORDER: _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Community Development

TIME REQUIRED

SUBJECT Wheeler Crest Design Review
Ordinance Amendment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance 15-88 amending Ordinance 91-07, which established a design review committee for the Wheeler Crest Planning Area, in order to modify membership criteria.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

Minimal fiscal impact from staff time to implement revised ordinance.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924.1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[ordinance](#)

History

Time	Who	Approval
4/28/2015 9:58 AM	County Administrative Office	Yes
4/28/2015 4:35 PM	County Counsel	Yes
4/27/2015 12:47 PM	Finance	Yes

Mono County Community Development Department

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

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

May 5, 2015

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Courtney Weiche, Associate Planner
Scott Burns, Director

RE: WHEELER CREST DESIGN REVIEW ORDINANCE AMENDMENT

RECOMMENDATION

Adopt Ordinance ORD15-88, amending Section 1(d) of ordinance governing the Wheeler Crest Design Review District.

FISCAL IMPACT

Minimal fiscal impact from staff time to implement revised ordinance.

DISCUSSION

At the April 21, 2015 Board of Supervisors meeting, an amendment to the ordinance establishing the Wheeler Crest Design Review Committee (WCDRC) was introduced to:

- Allow for additional members to enhance diversity and geographic representation;
- Allow for property owners, not just residents, to serve, such as those displaced by the Round Fire; and
- Clarify the role of the local supervisor in recommending appointments.

The proposed amendment allows for up to seven members with terms of either two or three years, enables those who may have lost their homes to serve on the Committee, and clarifies that the local district supervisor may recommend appointments in a manner similar to other planning-related committees such as the planning commission and regional planning advisory committees. Minor adjustments in the recitals of the proposed ordinance amendment were also authorized.

Please call Courtney Weiche at 924-1803 or Scott Burns at 924-1807 if you have questions.

ATTACHMENT

Ordinance No. ORD15-88



ORDINANCE NO. ORD15-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING ORDINANCE 91-07, WHICH ESTABLISHED A DESIGN REVIEW COMMITTEE FOR THE WHEELER CREST PLANNING AREA, IN ORDER TO MODIFY MEMBERSHIP CRITERIA

WHEREAS, in 1991 the Board of Supervisors adopted Ordinance 91-07, which established a Design Review Committee for the Wheeler Crest Planning Area; and

WHEREAS, The Design Review Committee is charged with reviewing single family residential development within the District for conformity with the Architectural Guidelines of the Wheeler Crest Area Plan; and

WHEREAS, Ordinance 91-07 provides that the Design Review Committee consists of five members who reside in the District, with two members appointed for a term of three years and three members appointed for a term of two years; and

WHEREAS, in response to citizen input within the District, the Board would like to amend Ordinance 91-07 to modify the membership requirements and criteria for the Committee to provide for a membership of five to seven individuals who either reside, or own property, within the District;

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

SECTION ONE: Subdivision D of Section 1 of Ordinance 91-07 is hereby repealed in its entirety and replaced with the following:

The Design Review Committee for the District shall consist of from five (5) to seven (7) members who reside in the District or own property in the District. Up to four members shall be appointed for a term of three (3) years; up to three (3) members shall be appointed for a term of two (2) years.

The local District Supervisor may recommend appointments for Board consideration.

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

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

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AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Probation

TIME REQUIRED

SUBJECT Electronic Monitoring Service
Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with BI Incorporated pertaining to Electronic Monitoring Service for the Probation Department.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None. This replaces an existing contract that is already included in budget.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / khumiston@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:
Probation Department

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Proposed Monitoring Agreement](#)

History

Time	Who	Approval
4/20/2015 3:41 PM	County Administrative Office	Yes
4/29/2015 11:54 AM	County Counsel	Yes
4/30/2015 8:45 AM	Finance	Yes



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

probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Date: April 15, 2015

Subject

Mono County Probation Department seeking approval and acceptance of Electronic Monitoring Service Agreement between BI Incorporated (BI) and Mono County Probation.

Recommendation

Approval of agreement.

Discussion

In adherence to PC 1210.7 and Government Code 1090, the Electronic Monitoring Service Agreement with BI will provide an alternative Electronic Monitoring company to be utilized by the Probation Department allowing for lower pricing on some devices and in some areas, increased wireless coverage. The agreement is for a maximum amount of \$5000 per year.

Fiscal Impact

None

ELECTRONIC MONITORING SERVICE AGREEMENT – U.S. COMMUNITIES

Agreement No. 092914VG1

This Electronic Monitoring Service Agreement – U.S. Communities ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and the COUNTY OF MONO, ACTING THROUGH ITS PROBATION DEPARTMENT ("Agency") with its principal place of business at 57 Bryant Street, Bridgeport, CA 83517.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

WHEREAS, Agency has registered with U.S. Communities Government Purchasing Alliance ("U.S. Communities") as a Participating Public Agency under the terms and conditions of the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, Agency desires to procure products and services in accordance with the terms and conditions of the Master Agreement No. 201314300¹ by and between the City and County of Denver and BI which is located at the U.S. Communities website at uscommunities.org ("Master Agreement"); and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject.

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

- 1. Terms and Conditions.** Except as specifically set forth herein, this Agreement is subject to the terms and conditions of the Master Agreement which is hereby incorporated herein.
- 2. Equipment and Services.** BI shall provide equipment and services as set forth in the Master Agreement, Exhibit A - Scope of Work, Technical Specifications and Warranty.
- 3. Rates and Payment.** Agency shall pay the rates set forth in Schedule A which is attached hereto and hereby made a part of this Agreement. Payment shall be in accordance with the terms and conditions of the Master Agreement, and shall not exceed \$5,000.00 annually.
- 4. Term and Termination for Convenience.** The term of this Agreement shall be one year and shall automatically renew for additional one-year periods unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement. This Agreement may be terminated for convenience by either party upon thirty (30) days prior written notification to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED



Signature

Ruth Skerjanec

Printed Name

VP, Financial Planning

Printed Title

4/3/15

Date

MONO COUNTY PROBATION



Signature

KARIN HUMISTON

Printed Name

CHIEF OF PROBATION

Printed Title

4/29/2015

Date

¹ Also referred to as: SAFTY-201314300-00

SCHEDULE A

TO THE
 ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES
 Agreement No. 092914 ("Agreement")
 between
 BI INCORPORATED ("BI")
 and
 MONO COUNTY PROBATION ("Agency")

Pursuant to Master Agreement No. 201314300, the cost to Agency for the services rendered by BI shall be as follows:

SECTION 1

1. EXACUTRACK ONE UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$0.60 for up to three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$2.50	\$5.00
26 - 50	\$2.50	\$2.50	\$5.00
51 - 75	\$2.35	\$2.35	\$4.70
76 - 100	\$2.35	\$2.35	\$4.70
101 - 125	\$2.15	\$2.05	\$4.20
126 - 150	\$2.10	\$2.00	\$4.10
151 - 175	\$2.00	\$1.75	\$3.75
176 - 200	\$2.00	\$1.75	\$3.75
201 - 500	\$2.00	\$1.75	\$3.75
501+	\$2.00	\$1.85	\$3.75

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.

EXACUTRACK ONE WITH 1.720.A0 NZ SERVICE: ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$2.30	\$4.80

26 - 50	\$2.50	\$2.30	\$4.80
51 - 75	\$2.35	\$2.15	\$4.50
76 - 100	\$2.35	\$2.15	\$4.50
101 - 125	\$2.15	\$1.95	\$4.10
126 - 150	\$2.10	\$1.90	\$4.00
151 - 175	\$2.00	\$1.75	\$3.75
176 - 200	\$2.00	\$1.75	\$3.75
201 - 500	\$2.00	\$1.70	\$3.70
501+	\$2.00	\$1.70	\$3.70

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.

2. TAD UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$0.60 for up to three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).:

TAD ALCOHOL ONLY:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.60	\$7.13
26 - 50	\$4.53	\$2.60	\$7.13
51 - 75	\$4.40	\$2.55	\$6.95
76 - 100	\$4.40	\$2.55	\$6.95
101 - 125	\$4.40	\$2.55	\$6.95
126 - 150	\$4.40	\$2.55	\$6.95
151 - 175	\$4.25	\$2.40	\$6.65
176 - 200	\$4.25	\$2.40	\$6.65
201 - 500	\$4.25	\$2.40	\$6.65
501+	\$4.25	\$2.40	\$6.65

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD WITH RF CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.60	\$7.13
26 - 50	\$4.53	\$2.60	\$7.13
51 - 75	\$4.40	\$2.55	\$6.95
76 - 100	\$4.40	\$2.55	\$6.95
101 - 125	\$4.40	\$2.55	\$6.95
126 - 150	\$4.40	\$2.55	\$6.95
151 - 175	\$4.25	\$2.40	\$6.65
176 - 200	\$4.25	\$2.40	\$6.65
201 - 500	\$4.25	\$2.40	\$6.65
501+	\$4.25	\$2.40	\$6.65

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/ Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.53	\$2.60	\$1.52	\$8.65
26 - 50	\$4.53	\$2.60	\$1.52	\$8.65
51 - 75	\$4.40	\$2.55	\$1.66	\$8.61
76 - 100	\$4.40	\$2.55	\$1.66	\$8.61
101 - 125	\$4.40	\$2.55	\$1.66	\$8.61
126 - 150	\$4.40	\$2.55	\$1.66	\$8.61
151 - 175	\$4.25	\$2.40	\$1.66	\$8.31
176 - 200	\$4.25	\$2.40	\$1.66	\$8.31
201 - 500	\$4.25	\$2.40	\$1.66	\$8.31
501+	\$4.25	\$2.40	\$1.66	\$8.31

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.60	\$1.52	\$8.65
26 - 50	\$4.53	\$2.60	\$1.52	\$8.65
51 - 75	\$4.40	\$2.55	\$1.66	\$8.61
76 - 100	\$4.40	\$2.55	\$1.66	\$8.61
101 - 125	\$4.40	\$2.55	\$1.66	\$8.61
126 - 150	\$4.40	\$2.55	\$1.66	\$8.61
151 - 175	\$4.25	\$2.40	\$1.66	\$8.31
176 - 200	\$4.25	\$2.40	\$1.66	\$8.31
201 - 500	\$4.25	\$2.40	\$1.66	\$8.31
501+	\$4.25	\$2.40	\$1.66	\$8.31

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each.. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

3. SOBERLINK SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Standard Automated

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.50	\$3.00	\$6.50
26 - 50	\$3.50	\$3.00	\$6.50
51 - 75	\$3.45	\$3.00	\$6.45
76 - 100	\$3.40	\$3.00	\$6.40
101 - 125	\$3.26	\$2.90	\$6.16
126 - 150	\$3.26	\$2.90	\$6.16
151 - 175	\$3.26	\$2.90	\$6.16
176 - 200	\$3.26	\$2.90	\$6.16
201 - 500	\$3.15	\$2.85	\$6.00
501+	\$3.10	\$2.80	\$5.90

ADDITIONAL SERVICES:

Twenty Percent (20%) Soberlink SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Soberlink SL2 Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Soberlink SL2 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No Soberlink SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Soberlink SL2 Units. Replacement cost for Soberlink SL2 Units is \$800.00 each.

Soberlink SL2 Telco Service Charge: Agency-owned Soberlink SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

- 0 – 25 Purchased Units --- \$0.60 Telco Fee
- 26 – 50 Purchased Units --- \$0.55 Telco Fee

51 – 100 Purchased Units --- \$0.50 Telco Fee
 101 - 200 Purchased Units --- \$0.45 Telco Fee
 201 – 300 Purchased Units --- \$0.40 Telco Fee
 300+ Purchased Units --- \$0.35 Telco Fee

4. HOMEGUARD 200 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$0.60 for up to three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.20	\$1.75	\$2.95
26 - 50	\$1.20	\$1.75	\$2.95
51 - 75	\$1.20	\$1.75	\$2.95
76 - 100	\$1.20	\$1.75	\$2.95
101 - 125	\$1.00	\$1.50	\$2.50
126 - 150	\$0.85	\$1.35	\$2.20
151 - 175	\$0.85	\$1.35	\$2.20
176 - 200	\$0.85	\$1.35	\$2.20
201 - 500	\$0.85	\$1.35	\$2.20
501+	\$0.85	\$1.35	\$2.20

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units. Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Base Station - \$850.00 each and HomeGuard 200 Transmitter - \$350.00 each.

5. HOMEGUARD 206 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$0.60 for up to three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.75	\$4.55
26 - 50	\$2.80	\$1.75	\$4.55
51 - 75	\$1.70	\$1.75	\$4.55
76 - 100	\$1.70	\$1.75	\$4.55
101 - 125	\$1.95	\$1.50	\$3.45
126 - 150	\$2.05	\$1.35	\$3.40
151 - 175	\$2.05	\$1.35	\$3.40

176 - 200	\$2.05	\$1.35	\$3.40
201 - 500	\$2.05	\$1.35	\$3.40
501+	\$2.00	\$1.35	\$3.35

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 206 Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HomeGuard 206 Digital Cell Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 206 Digital Cell Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HomeGuard 206 Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 206 Digital Cell Units. Replacement costs for HomeGuard 206 Digital Cell Units are the following: HomeGuard 206 Digital Cell Base Station - \$1500.00 each and HomeGuard 206 Digital Cell Transmitter - \$350.00 each.

6. GENERAL TERMS:

Supplies: All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

Training. BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

SECTION 2

Upon sixty (60) days' prior written notice to BI, Agency may choose to replace either Section 1 pricing or Section 3 pricing with the following pricing:

1. Service – Standard Automated

2. EXACUTRACK ONE UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$1.90	\$4.40
26 - 50	\$2.50	\$1.90	\$4.40
51 - 75	\$2.35	\$1.75	\$4.10
76 - 100	\$2.35	\$1.75	\$4.10
101 - 125	\$2.15	\$1.45	\$3.60
126 - 150	\$2.10	\$1.40	\$3.50
151 - 175	\$2.00	\$1.15	\$3.15
176 - 200	\$2.00	\$1.15	\$3.15

201 - 500	\$2.00	\$1.15	\$3.15
501+	\$2.00	\$1.15	\$3.15

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.

EXACUTRACK ONE WITH 1.720.A0 NZ SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$1.70	\$4.20
26 - 50	\$2.50	\$1.70	\$4.20
51 - 75	\$2.35	\$1.55	\$3.90
76 - 100	\$2.35	\$1.55	\$3.90
101 - 125	\$2.15	\$1.35	\$3.50
126 - 150	\$2.10	\$1.30	\$3.40
151 - 175	\$2.00	\$1.15	\$3.15
176 - 200	\$2.00	\$1.15	\$3.15
201 - 500	\$2.00	\$1.10	\$3.10
501+	\$2.00	\$1.10	\$3.10

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.

3. TAD UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

TAD ALCOHOL ONLY:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.00	\$6.53
26 - 50	\$4.53	\$2.00	\$6.53
51 - 75	\$4.40	\$1.95	\$6.35
76 - 100	\$4.40	\$1.95	\$6.35
101 - 125	\$4.40	\$1.95	\$6.35
126 - 150	\$4.40	\$1.95	\$6.35
151 - 175	\$4.25	\$1.80	\$6.05
176 - 200	\$4.25	\$1.80	\$6.05
201 - 500	\$4.25	\$1.80	\$6.05
501+	\$4.25	\$1.80	\$6.05

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD WITH RF CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.00	\$6.53
26 - 50	\$4.53	\$2.00	\$6.53
51 - 75	\$4.40	\$1.95	\$6.35
76 - 100	\$4.40	\$1.95	\$6.35
101 - 125	\$4.40	\$1.95	\$6.35
126 - 150	\$4.40	\$1.95	\$6.35
151 - 175	\$4.25	\$1.80	\$6.05
176 - 200	\$4.25	\$1.80	\$6.05
201 - 500	\$4.25	\$1.80	\$6.05
501+	\$4.25	\$1.80	\$6.05

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the

applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/ Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.53	\$2.00	\$1.52	\$8.05
26 - 50	\$4.53	\$2.00	\$1.52	\$8.05
51 - 75	\$4.40	\$1.95	\$1.66	\$8.01
76 - 100	\$4.40	\$1.95	\$1.66	\$8.01
101 - 125	\$4.40	\$1.95	\$1.66	\$8.01
126 - 150	\$4.40	\$1.95	\$1.66	\$8.01
151 - 175	\$4.25	\$1.80	\$1.66	\$7.71
176 - 200	\$4.25	\$1.80	\$1.66	\$7.71
201 - 500	\$4.25	\$1.80	\$1.66	\$7.71
501+	\$4.25	\$1.80	\$1.66	\$7.71

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.00	\$1.52	\$8.05
26 - 50	\$4.53	\$2.00	\$1.52	\$8.05
51 - 75	\$4.40	\$1.95	\$1.66	\$8.01
76 - 100	\$4.40	\$1.95	\$1.66	\$8.01
101 - 125	\$4.40	\$1.95	\$1.66	\$8.01
126 - 150	\$4.40	\$1.95	\$1.66	\$8.01
151 - 175	\$4.25	\$1.80	\$1.66	\$7.71
176 - 200	\$4.25	\$1.80	\$1.66	\$7.71
201 - 500	\$4.25	\$1.80	\$1.66	\$7.71
501+	\$4.25	\$1.80	\$1.66	\$7.71

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each.. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

4. SOBERLINK SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.50	\$3.00	\$6.50
26 - 50	\$3.50	\$3.00	\$6.50
51 - 75	\$3.45	\$3.00	\$6.45
76 - 100	\$3.40	\$3.00	\$6.40
101 - 125	\$3.26	\$2.90	\$6.16
126 - 150	\$3.26	\$2.90	\$6.16
151 - 175	\$3.26	\$2.90	\$6.16

176 - 200	\$3.26	\$2.90	\$6.16
201 - 500	\$3.15	\$2.85	\$6.00
501+	\$3.10	\$2.80	\$5.90

ADDITIONAL SERVICES:

Twenty Percent (20%) Soberlink SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Soberlink SL2 Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Soberlink SL2 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No Soberlink SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Soberlink SL2 Units. Replacement cost for Soberlink SL2 Units is \$800.00 each.

Soberlink SL2 Telco Service Charge: Agency-owned Soberlink SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

0 – 25 Purchased Units	--- \$0.60 Telco Fee
26 – 50 Purchased Units	--- \$0.55 Telco Fee
51 – 100 Purchased Units	--- \$0.50 Telco Fee
101 - 200 Purchased Units	--- \$0.45 Telco Fee
201 – 300 Purchased Units	--- \$0.40 Telco Fee
300+ Purchased Units	--- \$0.35 Telco Fee

5. HOMEGUARD 200 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.20	\$1.15	\$2.35
26 - 50	\$1.20	\$1.15	\$2.35
51 - 75	\$1.20	\$1.15	\$2.35
76 - 100	\$1.20	\$1.15	\$2.35
101 - 125	\$1.00	\$0.90	\$1.90
126 - 150	\$0.85	\$0.75	\$1.60
151 - 175	\$0.85	\$0.75	\$1.60
176 - 200	\$0.85	\$0.75	\$1.60
201 - 500	\$0.85	\$0.75	\$1.60
501+	\$0.85	\$0.75	\$1.60

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units. Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Base Station - \$850.00 each and HomeGuard 200 Transmitter - \$350.00 each.

6. HOMEGUARD 206 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.15	\$3.95
26 - 50	\$2.80	\$1.15	\$3.95
51 - 75	\$1.70	\$1.15	\$2.85
76 - 100	\$1.70	\$1.15	\$2.85
101 - 125	\$1.95	\$0.90	\$2.85
126 - 150	\$2.05	\$0.75	\$2.80
151 - 175	\$2.05	\$0.75	\$2.80
176 - 200	\$2.05	\$0.75	\$2.80
201 - 500	\$2.05	\$0.75	\$2.80
501+	\$2.00	\$0.75	\$2.75

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 206 Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HomeGuard 206 Digital Cell Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 206 Digital Cell Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HomeGuard 206 Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 206 Digital Cell Units. Replacement costs for HomeGuard 206 Digital Cell Units are the following: HomeGuard 206 Digital Cell Base Station - \$1500.00 each and HomeGuard 206 Digital Cell Transmitter - \$350.00 each.

7. GENERAL TERMS:

Supplies: All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

Training. BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

SECTION 3

Upon sixty (60) days' prior written notice to BI, Agency may choose to replace either Section 1 pricing or Section 2 pricing with the following pricing:

1. EXACUTRACK ONE UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$1.58 for over three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$3.48	\$5.98
26 - 50	\$2.50	\$3.48	\$5.98
51 - 75	\$2.35	\$3.33	\$5.68
76 - 100	\$2.35	\$3.33	\$5.68
101 - 125	\$2.15	\$3.03	\$5.18
126 - 150	\$2.10	\$2.98	\$5.08
151 - 175	\$2.00	\$2.73	\$4.73
176 - 200	\$2.00	\$2.73	\$4.73
201 - 500	\$2.00	\$2.73	\$4.73
501+	\$2.00	\$2.73	\$4.73

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.

EXACUTRACK ONE WITH 1.720.A0 NZ SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.50	\$3.28	\$5.78
26 - 50	\$2.50	\$3.28	\$5.78
51 - 75	\$2.35	\$3.13	\$5.48
76 - 100	\$2.35	\$3.13	\$5.48

101 - 125	\$2.15	\$2.93	\$5.08
126 - 150	\$2.10	\$2.88	\$4.98
151 - 175	\$2.00	\$2.73	\$4.73
176 - 200	\$2.00	\$2.73	\$4.73
201 - 500	\$2.00	\$2.68	\$4.68
501+	\$2.00	\$2.68	\$4.68

ADDITIONAL SERVICES:

Twenty Percent (20%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$275.00 each; ExacuTrack One Tracking Unit - \$1,550.00 each.

2. TAD UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$1.58 for over three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

TAD ALCOHOL ONLY:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$3.58	\$8.11
26 - 50	\$4.53	\$3.58	\$8.11
51 - 75	\$4.40	\$3.53	\$7.93
76 - 100	\$4.40	\$3.53	\$7.93
101 - 125	\$4.40	\$3.53	\$7.93
126 - 150	\$4.40	\$3.53	\$7.93
151 - 175	\$4.25	\$3.38	\$7.63
176 - 200	\$4.25	\$3.38	\$7.63
201 - 500	\$4.25	\$3.38	\$7.63
501+	\$4.25	\$3.38	\$7.63

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD WITH RF CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$3.58	\$8.11
26 - 50	\$4.53	\$3.58	\$8.11
51 - 75	\$4.40	\$3.53	\$7.93
76 - 100	\$4.40	\$3.53	\$7.93
101 - 125	\$4.40	\$3.53	\$7.93
126 - 150	\$4.40	\$3.53	\$7.93
151 - 175	\$4.25	\$3.38	\$7.63
176 - 200	\$4.25	\$3.38	\$7.63
201 - 500	\$4.25	\$3.38	\$7.63
501+	\$4.25	\$3.38	\$7.63

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/ Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.53	\$3.58	\$1.52	\$9.63
26 - 50	\$4.53	\$3.58	\$1.52	\$9.63
51 - 75	\$4.40	\$3.53	\$1.66	\$9.59
76 - 100	\$4.40	\$3.53	\$1.66	\$9.59
101 - 125	\$4.40	\$3.53	\$1.66	\$9.59
126 - 150	\$4.40	\$3.53	\$1.66	\$9.59
151 - 175	\$4.25	\$3.38	\$1.66	\$9.29
176 - 200	\$4.25	\$3.38	\$1.66	\$9.29
201 - 500	\$4.25	\$3.38	\$1.66	\$9.29
501+	\$4.25	\$3.38	\$1.66	\$9.29

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the

applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$3.58	\$1.52	\$9.63
26 - 50	\$4.53	\$3.58	\$1.52	\$9.63
51 - 75	\$4.40	\$3.53	\$1.66	\$9.59
76 - 100	\$4.40	\$3.53	\$1.66	\$9.59
101 - 125	\$4.40	\$3.53	\$1.66	\$9.59
126 - 150	\$4.40	\$3.53	\$1.66	\$9.59
151 - 175	\$4.25	\$3.38	\$1.66	\$9.29
176 - 200	\$4.25	\$3.38	\$1.66	\$9.29
201 - 500	\$4.25	\$3.38	\$1.66	\$9.29
501+	\$4.25	\$3.38	\$1.66	\$9.29

ADDITIONAL SERVICES:

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each.. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity

tier. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

3. SOBERLINK SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Standard Automated

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.50	\$3.00	\$6.50
26 - 50	\$3.50	\$3.00	\$6.50
51 - 75	\$3.45	\$3.00	\$6.45
76 - 100	\$3.40	\$3.00	\$6.40
101 - 125	\$3.26	\$2.90	\$6.16
126 - 150	\$3.26	\$2.90	\$6.16
151 - 175	\$3.26	\$2.90	\$6.16
176 - 200	\$3.26	\$2.90	\$6.16
201 - 500	\$3.15	\$2.85	\$6.00
501+	\$3.10	\$2.80	\$5.90

ADDITIONAL SERVICES:

Twenty Percent (20%) Soberlink SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Soberlink SL2 Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Soberlink SL2 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No Soberlink SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Soberlink SL2 Units. Replacement cost for Soberlink SL2 Units is \$800.00 each.

Soberlink SL2 Telco Service Charge: Agency-owned Soberlink SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

- 0 – 25 Purchased Units --- \$0.60 Telco Fee
- 26 – 50 Purchased Units --- \$0.55 Telco Fee
- 51 – 100 Purchased Units --- \$0.50 Telco Fee
- 101 - 200 Purchased Units --- \$0.45 Telco Fee
- 201 – 300 Purchased Units --- \$0.40 Telco Fee
- 300+ Purchased Units --- \$0.35 Telco Fee

4. HOMEGUARD 200 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$1.58 for over three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.20	\$2.73	\$3.93
26 - 50	\$1.20	\$2.73	\$3.93
51 - 75	\$1.20	\$2.73	\$3.93
76 - 100	\$1.20	\$2.73	\$3.93
101 - 125	\$1.00	\$2.48	\$3.48
126 - 150	\$0.85	\$2.33	\$3.18
151 - 175	\$0.85	\$2.33	\$3.18
176 - 200	\$0.85	\$2.33	\$3.18
201 - 500	\$0.85	\$2.33	\$3.18
501+	\$0.85	\$2.33	\$3.18

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units. Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Base Station - \$850.00 each and HomeGuard 200 Transmitter - \$350.00 each.

5. HOMEGUARD 206 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Service – Full: The Monitoring Service Charge includes \$1.58 for over three (3) Escalation Calls (manual notification call attempts made by BI's Monitoring Operations center to Agency personnel).

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$2.73	\$5.53
26 - 50	\$2.80	\$2.73	\$5.53
51 - 75	\$1.70	\$2.73	\$4.43
76 - 100	\$1.70	\$2.73	\$4.43
101 - 125	\$1.95	\$2.48	\$4.43
126 - 150	\$2.05	\$2.33	\$4.38
151 - 175	\$2.05	\$2.33	\$4.38
176 - 200	\$2.05	\$2.33	\$4.38
201 - 500	\$2.05	\$2.33	\$4.38
501+	\$2.00	\$2.33	\$4.33

ADDITIONAL SERVICES:

Twenty Percent (20%) HomeGuard 206 Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HomeGuard 206 Digital Cell Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 206 Digital Cell Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HomeGuard 206 Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 206 Digital Cell Units. Replacement costs for HomeGuard 206 Digital Cell Units are the following: HomeGuard 206 Digital Cell Base Station - \$1500.00 each and HomeGuard 206 Digital Cell Transmitter - \$350.00 each.

6. GENERAL TERMS:

Supplies: All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

Training. BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Clerk of the Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Fish and Game Commission

AGENDA DESCRIPTION:

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

Notice from the Fish and Game Commission dated April 24, 2015 regarding the prohibition on the use of lead projectiles and ammunition using lead projectiles for the take of wildlife with firearms.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[F&G Lead](#)

History

Time	Who	Approval
4/28/2015 2:05 PM	Clerk of the Board	Yes

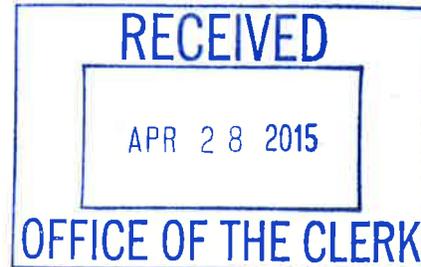
Commissioners
Michael Sutton, President
Monterey
Jack Baylis, Vice President
Los Angeles
Jim Kellogg, Member
Discovery Bay
Richard Rogers, Member
Santa Barbara
Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov



April 22, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amending Sections 300 and 310.5, Title 14, California Code of Regulations, relating to the prohibition on the use of lead projectiles and ammunition using lead projectiles for the take of wildlife with firearms, which will be published in the California Regulatory Notice Register on April 24, 2015.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Scott Gardner, Department of Fish and Wildlife, phone 916-445-5545, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Caren Woodson".

Caren Woodson
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 203, and 355 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 2015, 220, 355, and 356 of said Code, proposes to amend Sections 300 and 310.5, Title 14, California Code of Regulations, relating to Upland Game Birds.

Informative Digest/Policy Statement Overview

Current regulations in Title 14, California Code of Regulations (CCR), provide general hunting seasons for taking resident and migratory upland game birds under Section 300. Current regulations in Title 14, CCR, under Section 310.5 establishes shooting times for all upland game birds. The Department of Fish and Wildlife (Department) is recommending two regulation changes under these sections as follows:

1. Adjust annual number of sage grouse hunting permits by zone.

Current regulations under subsection 300(a)(1)(D)4. provide a number of permits for the general sage grouse season in each of four zones. At this time the Department has proposed a range of permits specific for all four hunt zones. The final permit numbers will be proposed in June after spring lek counts are completed and annual population data are analyzed. Permit ranges for sage grouse hunting in 2015 are recommended as follows:

- a. East Lassen: [0-50] (two-bird) permits
- b. Central Lassen: [0-50] (two-bird) permits
- c. North Mono: [0-100] (one-bird) permits
- d. South Mono: [0-100] (one-bird) permits

2. Increase shooting time provided for spring turkey hunters under Section 310.5 by one hour; shooting time would end at 5:00 pm instead of at 4:00 pm as provided under current regulation.

Benefits of the Proposed Regulations

Adoption of sustainable upland game seasons, bag and possession limits provides for the maintenance of sufficient populations of upland game to ensure their continued existence.

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202, and 203, has the sole authority to regulate upland game bird hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to hunting of resident game birds are consistent with Sections 550-553, 630, 703 and 4501 of Title 14. Therefore the Commission has

determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to adopt upland game bird hunting regulations in California.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mountainside Conference Center, in Mammoth Lakes, California, on Thursday, June 11, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the River Lodge Conference Center, in Fortuna California, on Thursday, August 5, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 23, 2015, at the address given below, or by e-mail to FGC@fgc.ca.gov. Written comments mailed or e-mailed to the Commission office, must be received before 12:00 noon on July 31, 2015. All comments must be received no later than August 5, 2015, at the hearing in Fortuna, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Caren Woodson at the preceding address or phone number. **Scott Gardner, Department of Fish and Wildlife, phone 916-445-5545, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections

11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) **Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states, because the regulations propose only minor changes to bag limits and shooting hours.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The Commission does not anticipate any impacts the proposed action would have on the creation or elimination of jobs or businesses in California or on the expansion of businesses in California because the regulations propose only minor changes to bag limits and shooting hours. The Commission does not anticipate benefits to worker safety because the regulations do not address working conditions.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide continued recreational opportunity to the public. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources.

The Commission anticipates benefits to the environment by the sustainable management of California's upland game resources. The fees that hunters pay for licenses and stamps are used for conservation.

- (c) **Cost Impacts on a Representative Private Person or Business:**

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated:

Sonke Mastrup
Executive Director



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Board of Supervisors

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

PERSONS APPEARING BEFORE THE BOARD

Supervisor Fred Stump and Peter Pumphrey

SUBJECT Letter of Support for Peter Pumphrey
Re-appointment to Lahontan Water Board

AGENDA DESCRIPTION:

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

Discussion and potential action by the Board to send a letter of support to Governor Brown for the re-appointment of Mono County resident Peter Pumphrey to the Lahontan Water Quality Control Board.

RECOMMENDED ACTION:

Review draft letter; direct Chair of Board to sign and County staff to send letter of support.

FISCAL IMPACT:

There is no fiscal impact from sending a letter of support.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 924-1703 / jleddy@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:

California State Association of Counties

Rural County Representatives of California

Assemblyman Frank Bigelow

Senator Tom Berryhill

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter of Support for Peter Pumphrey Appointment](#)

History

Time	Who	Approval
4/15/2015 3:57 PM	County Administrative Office	Yes
4/28/2015 4:00 PM	County Counsel	Yes
4/26/2015 5:45 PM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ District Four Stacy Corless □ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

May 5, 2015

Governor Edmund G. "Jerry" Brown, Jr.
State Capitol, First Floor
Sacramento, CA 95814

RE: Support for Peter Pumphrey re-appointment to the Lahontan water Quality Control Board

Governor Brown:

On behalf of the Mono County Board of Supervisors, please accept this letter supporting the re-appointment of Peter Pumphrey to the Lahontan Regional Water Quality Control Board. Mr. Pumphrey has served the District and the State with the dedication and focus along with keen insight that serves the public interest.

Peter Pumphrey lives in Mono County, California and is a retired attorney, most recently having been an environmental prosecutor for the Office of the District Attorney, San Joaquin County, California. His legal understanding has been an asset to the LWQCB as they have faced difficult policy issues during California's worst water emergency. He was the treasurer of the State Bar of California Environmental Law Section and is now an advisor to the sedition executive committee. He is President of the Eastern Sierra Audubon Society and an Advisory Board member of the Eastern Sierra Land Trust.

In addition to his civic commitments, Mr. Pumphrey is a volunteer docent for the Eastern Sierra Institute for Collaborative Education and a licensed fishing guide who teaches fly fishing and contributes to California Fly Fishing magazine. Although technically retired, he continues to be active advocate for the outdoors and has dedicated his time to public service.

As a community member, Mr. Pumphrey has shown a commitment to effectively working with diverse groups of stakeholders on any issue before the Board. In a time of limited resources and many needs, he understands the importance of creating partnerships and collaborative approaches to those issues. He has worked to make the Regional Board accessible and responsive to the needs of our community. His approach to service on the board has been to listen to as many voices as possible and then ask "how can we help".

Following the recent Round Fire, he helped facilitate communication between the County and the Regional Board to help to get clean-up operations up and running. It is important that small counties such as Mono have a voice on bodies such as the Lahontan Regional Board and that those county residents who serve on such a board to be as willing to work with local community members and institutions. Mr. Pumphrey would continue to serve as an outstanding member of the Board, should you decide to appoint him to a new term.

Sincerely,

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

CC: Assemblyman Frank Bigelow and Senator Tom Berryhill
 CSAC, RCRC



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: CAO, Finance

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

SUBJECT Emergency Withdrawal from Reserves and Budget Approval

AGENDA DESCRIPTION:

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

Discussion and potential withdrawal of money from reserves to cover the costs the "Round Fire" emergency that occurred during the period of 2/6/15 through 2/12/15 and approving associated budgets.

RECOMMENDED ACTION:

1. Approve and authorize proposed resolution appropriating and transferring \$218,389 from General Reserves to Fund 191 (Feb 2015 Wind/Fire Storm Fund) to cover the costs of the declared emergency as a result of the February 2015 Wind and Fire Storm known and recognized by the State as the "Round Fire;" (4/5 vote required) and 2. Approve and authorize the proposed Disaster Fund budget and revised General Reserve budget (4/5 vote required).

FISCAL IMPACT:

The result of approving the proposed resolution and budgets will reduce general reserves by \$218,389.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 935-5492 / rreed@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:

Roberta Reed

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Proposed Resolution](#)

[Proposed Budgets](#)

History

Time	Who	Approval
4/28/2015 2:04 PM	County Administrative Office	Yes
4/29/2015 10:15 AM	County Counsel	Yes
4/29/2015 9:28 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Vacant
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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

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

MEMORANDUM

TO: Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: April 27, 2015

SUBJECT: Emergency Transfer From Reserves

RECOMMENDED ACTION:

- 1) Approve and authorize proposed resolution appropriating and transferring \$218,389 from General Reserves to Fund 191 (Feb 2015 Wind/Fire Storm Fund) to cover the costs of the declared emergency as a result of the February 2015 Wind and Fire Storm known and recognized by the State as the "Round Fire;" (4/5 vote required) and
- 2) Approve and authorize the proposed Disaster Fund budget and revised General Reserve budget (4/5 vote required).

BACKGROUND:

On February 6, 2015, Mono County was hit by severe windstorms countywide resulting in fires in both Bridgeport and Swall Meadows/Paradise. Sheriff Ingrid Braun declared a local emergency on February 6, 2015, and that local emergency was ratified by the Board of Supervisors on February 10, 2015, via Resolution no. R15-08. After the winds and fires had settled and the damage assessed, 40 structures were lost. Because of this destruction, the Public Health Official declared a local Public Health Emergency on February 11, 2015, as a result of hazardous waste left in the wake of the fires. The Board of Supervisors again ratified this local emergency on February 17, 2015, via Resolution no. R15-15. The Governor of the State of California also, by Proclamation, declared a local emergency in Mono County on February 26, 2015.

Efforts to provide protection and remediate this local emergency have stressed the adopted budget beyond its capabilities. In order to alleviate the fiscal distress in the adopted budget, the Board of Supervisors will have to access Reserves. According to the Budget Act, Government Code §29000 et seq., the only time Reserves can be tapped is during the annual budget process unless, under Government Code §29127, the need is driven by a recognized emergency. Funds may then be appropriated from reserves into a fund authorized to make expenditures.

Today a proposed budget amendment for the Reserve Fund and a new disaster fund budget are before you to approve. One budget is for the Reserve Fund to allocate the approved appropriation from reserves. The other budget is for Fund 191 established to track and monitor expenses directly related to the fire, including not only debris removal, but also payment of contracts related to expedited plan approval and inspection for rebuilding as soon feasibly possible. The Fund 191 (Disaster) budget allows reimbursement transfers back directly to the funds that incurred the initial cost. Those individual fund budgets will be adjusted for your review during 3rd Quarter budget review.

FISCAL IMPACT:

The result of approving the proposed resolution and budgets will reduce general reserves by \$218,389.

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ABSENT:

ABSTAIN:

**TIMOTHY FESKO, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:

APPROVED AS TO FORM

BOB MUSIL
CLERK OF THE BOARD

**MARSHALL RUDOLPH
COUNTY COUNSEL**

COUNTY OF MONO
Income Statement by Fund
For the Period Ending June 30, 2015

FUND 101: GENERAL RESERVE FUND
DEPT 000: GENERAL

Account Number	Account Name	Original Budget	Revised Budget	Current Year to Date		Available Budget	CYTD Percent of Budget Used
				Actual			
REVENUES							
101-00000-14010-	INTEREST INCOME	\$ -	\$ -	\$ 10,827		(10,827)	0.00%
101-00000-18100-	OPERATING TRANSFERS IN	\$ -	\$ -	\$ -		-	0.00%
Total Revenues		\$ -	\$ -	\$ 10,827		(10,827)	0.00%
EXPENDITURES							
101-00000-60100-	OPERATING TRANSFERS OUT	\$ 737,331	\$ 955,720	\$ 737,331		\$ 218,389	0.00%
Total Expenditures		\$ 737,331	\$ 955,720	\$ 737,331		\$ 218,389	0.00%
Excess (Deficiency) of Revenues over Expenditures		\$ (737,331)	\$ (955,720)	\$ (726,504)		\$ (229,216)	76.02%
Total for DEPT 000: GENERAL		\$ (737,331)	\$ (955,720)	\$ (726,504)		\$ (229,216)	76.02%

COUNTY OF MONO
Income Statement by Fund
For the Period Ending June 30, 2015

FUND 191: 2015 FEBRUARY WIND/FIRE STORM
DEPT 000: GENERAL

Account Number	Account Name	Original Budget	Revised Budget	Current Year to		CYTD Percent
				Date Actual	Available Budget	
						Used
REVENUES						
191-00000-14010-	INTEREST INCOME	\$ 0	\$ 800	\$ 0	\$ 0	0.00%
191-00000-15095-	ST: DISASTER RELIEF	0	3,499,784	1,456,650.00	2,043,134.00	41.62%
191-00000-15096-	ST: DISASTER RELIEF - ADMIN	0	366,163	161,850.00	204,313.33	44.20%
191-00000-17100-	INSURANCE REIMBURSEMENT	0	\$ 665,000	0.00	665,000.00	0.00%
191-00000-18100-	OPERATING TRANSFERS IN	0	218,389	0.00	218,389.00	0.00%
Total Revenues		\$ 0	\$ 4,750,136	\$ 1,618,500	\$ 3,130,836	34.07%
00000000	SPECIAL DEPARTMENT EXP	-	5,000	3,696.38	1,303.62	73.93%
00000000	CONTRACT SERVICES	-	165,500	0.00	165,500.00	0.00%
191-00000-32500-	PROFESSIONAL EXPENDITURES	\$ -	\$ 3,306,650	\$ 1,460,346.38	\$ 1,846,303.62	44.16%
191-00000-47010-	CONTRIBUTIONS TO OTHER	-	775,000	0.00	775,000.00	0.00%
191-00000-60100-	OPERATING TRANSFERS OUT	-	497,986	0.00	497,986.00	0.00%
Total Expenditures		\$ -	\$ 4,750,136	\$ 1,464,042.76	\$ 3,286,093.24	30.82%
Excess (Deficiency) of Revenues over Expenditures		\$ -	\$ 0	\$ 154,457.24	\$ -158,153.62	
Total for DEPT 000: GENERAL		\$ -	\$ 0	\$ 154,457.24	\$ (158,153.62)	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Public Works and Sheriff

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jeff Walters

SUBJECT Sheriff Vehicle Replacements

AGENDA DESCRIPTION:

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

The Mono County Sheriff's Department is requesting replacement of five existing vehicles with five 2015 Chevrolet Tahoe 4WD Police Patrol Vehicles (PPV's).

RECOMMENDED ACTION:

Authorize Public Works Director to purchase five new Chevrolet Tahoe PPV's for the Mono County Sheriff's Department. Provide any desired direction to staff.

FISCAL IMPACT:

Not to exceed \$320,000 out of Motor Pool. There are sufficient funds available in Motor Pool to cover the purchase. Motor Pool rates for these vehicles will increase \$.40 per mile and will result in increased Motor Pool charges to the Sheriff's budget of approximately \$50,000 per year.

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

- [Sheriff Vehicle Replacement Staff Rpt](#)
- [Exhibit A - Sheriff Replacement Vehicles 05.05.15](#)

History

Time	Who	Approval
4/24/2015 10:03 AM	County Administrative Office	Yes
4/27/2015 3:29 PM	County Counsel	Yes
4/28/2015 2:53 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: May 5, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Vehicle Purchase – Five Chevrolet Tahoe 4WD Police Patrol Vehicles

Recommended Action:

1. Authorize Public Works Director to purchase five 2015 Chevrolet 4WD Police Patrol Vehicles (PPV) for the Sheriff's Department.
2. Amend the Motor Pool budget by increasing appropriation in Capital Equipment: Vehicles (Object Code 53010) by \$320,000. There is sufficient fund balance to cover this. (4/5ths vote required)
3. Provide any desired direction to staff.

Fiscal Impact:

Not to exceed \$320,000 out of the Motor Pool Fund. Motor Pool has sufficient funds available to cover the purchase. Motor pool rates will increase by \$.40 per mile for these five vehicles and will increase Motor Pool Charges in the Sheriff's budget by approximately \$50,000 per year.

Background:

The Sheriff's Department has five vehicles that have exceeded or will exceed their useful mileage (130,000 miles) in the coming months. As a result the Sheriff is requesting replacing these vehicles with five new 2015 Chevrolet Tahoe 4WD PPV's. The vehicles would be purchased by "piggybacking" an existing contract with Ventura County and the equipment and up-fitting would be purchased through an existing contract with the City of Los Angeles.

The purchases would include a "turn-key" installation of lightbars, protective cages, radios, strobe lights, and other necessary equipment. This ensures a quality installation and reduces the potential for future installation related problems.

The vehicles proposed for replacement are included as Exhibit A.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459 or jwalters@mono.ca.gov.

Respectfully submitted,

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

Unit #	Make	Model	Year	Beginning Mileage*	Ending Mileage**	Lifetime Maintenance Costs***
705	Ford	Expedition	2010	90,289	118,185	\$11,380
723	Ford	Expedition	2010	126,081	145,553	\$6,263
731	Ford	Expedition	2011	100,847	118,233	\$10,635
744	Ford	Expedition	2009	115,789	130,208	\$9,889
748	Ford	Expedition	2011	109,038	135,720	\$8,705

*Mileage as of June 20, 2014

**Mileage as of March 20, 2015

***includes oil, parts, labor, tires



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Public Works

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

PERSONS APPEARING BEFORE THE BOARD

Garrett Higerd

SUBJECT Cooperative Forest Road Agreement with Inyo National Forest and Road Project Agreement for June Lake Streets Rehabilitation Project

AGENDA DESCRIPTION:

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

The proposed agreements will provide interim right-of-way documentation and a framework for cooperation with the Inyo National Forest for County-maintained roads that are on Forest lands and do not have a more formal right-of-way easement.

RECOMMENDED ACTION:

Approve County entry into proposed Cooperative Forest Road Agreement and Road Project Agreement for the June Lake Streets Rehabilitation Project and authorize the Public Works Director to execute and administer said agreements on behalf of the County. Authorize the Public Works Director to review and approve modifications to Schedule A of the Cooperative Forest Road Agreement, and associated Maintenance Plan, on behalf of the County from time to time. Provide any other desired direction to staff.

FISCAL IMPACT:

The Cooperative Forest Road Agreement will have negligible long term fiscal impacts on the Road Fund because the roads included are already in the County's Maintained Mileage. The County currently maintains these roads and receives gas tax revenues for them. The Road Project Agreement for the June Lake Streets Rehabilitation Project will have negligible fiscal impacts because it allows the County to receive approximately \$180,000 of funding from the Inyo National Forest in exchange for additional paving work near June Lake beach.

CONTACT NAME: Garrett Higerd

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Attachments](#)

History

Time	Who	Approval
4/24/2015 10:04 AM	County Administrative Office	Yes
4/28/2015 1:40 PM	County Counsel	Yes
4/29/2015 8:41 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: May 5, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Cooperative Forest Road Agreement with Inyo National Forest and Road Project Agreement for June Lake Streets Rehabilitation Project

Recommended Action:

Approve County entry into proposed Cooperative Forest Road Agreement and Road Project Agreement for the June Lake Streets Rehabilitation Project and authorize the Public Works Director to execute and administer said agreements on behalf of the County. Authorize the Public Works Director to review and approve modifications to Schedule A of the Cooperative Forest Road Agreement, and associated Maintenance Plan on behalf of the County from time to time. Provide any desired direction to staff.

Fiscal Impact:

The Cooperative Forest Road Agreement will have negligible long term fiscal impacts on the Road Fund because the roads included are already in the County's Maintained Mileage. The County currently maintains these roads and receives gas tax revenues for them.

The Road Project Agreement for the June Lake Streets Rehabilitation Project will have negligible fiscal impacts because it allows the County to receive approximately \$174,105 from the Inyo National Forest in exchange for additional paving work near June Lake beach.

Discussion:

Many County-maintained roads included in the June Lake Streets Rehabilitation Project are on Inyo National Forest (INF) land and Public Works Staff has been coordinating with INF staff on various right-of-way, scope and funding issues. An updated Cooperative Forest Road Agreement will help solve many of the issues by providing interim right-of-way documentation and a framework for cooperation with the Inyo National Forest for County-maintained roads that are on Forest lands and do not have a more formal right-of-way easement. Historically, we have had similar cooperative agreements with both the Inyo and Toiyabe National Forests. Please see the proposed Cooperative Forest Road Agreement attached as Exhibit A.

The proposed Cooperative Forest Agreement will apply to roads listed in Schedule A (see Exhibit B attached). Public Works will meet with INF staff every year of the five year agreement to review Schedule A and develop an Annual Maintenance Plan. See the proposed 2015 Annual Maintenance Plan attached as Exhibit C. For now, only roads in the June Lake area are included in Schedule A, but the list will be reviewed with the INF on an annual basis and it may make sense to add other roads.

The proposed Road Project Agreement (See Exhibit D attached) defines roles and responsibilities for work on the June Lake Streets Rehabilitation Project that will occur on INF land. It also allows for the INF to contribute \$180,000 for extra paving near June Lake Beach.

Please contact me at 760.934.2192 or by email at ghigerd@mono.ca.gov if you have any questions regarding this report.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit A – Cooperative Forest Road Agreement
 Exhibit B – Schedule A
 Exhibit C – 2015 Annual Maintenance Plan
 Exhibit D – Road Project Agreement for June Lake Streets Rehab. Project

FS Agreement No. 15-RO-11050400-019
Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between The
MONO COUNTY
And The
USDA, FOREST SERVICE
REGION 5, INYO NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the fifth day of May, 2015, by and between the Mono County, hereinafter referred to as "Cooperator," and the USDA, Forest Service Region 5, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Mono County, State of California, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which Cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.



- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this



general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Cooperator the arrangements shall be set forth in the project agreement. Payments to Cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.



5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Inyo National Forest for the U.S. Forest Service, and the Director of Public Works for Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least ninety days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Garrett Higerd PO Box 457 Bridgeport, CA 93517 Telephone: (760) 932-5457 FAX: (760) 932-5441 Email: ghigerd@mono.ca.gov	Jeff Walters PO Box 457 Bridgeport, CA 93517 Telephone: (760) 932-5459 FAX: (760) 932-5441 Email: jwalters@mono.ca.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Tamara Scholten 351 Pacu Lane Bishop, CA 95314 Telephone: (760) 873-2487 Email: TamaraScholten@fs.fed.us	Aaron Stout 631 Coyote Street Nevada City, CA 95946 Telephone: (530) 478-6825 FAX: (530) 478-6161 Email: asstout@fs.fed.us

11. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).**

Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

12. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through May 5, 2020 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



13. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

JEFF WALTERS, Director of Public Works
County of Mono

Date

TIMOTHY E. FESKO, Chairman
Board of Supervisors, Mono County

Date

EDWARD E. ARMENTA, Forest Supervisor
U.S. Forest Service, Inyo National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

4/27/2015

AARON S. STOUT
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

EXHIBIT B

SCHEDULE A
TO
FOREST ROAD AGREEMENT NUMBER: 15-RO-11050400-019
BETWEEN THE
COUNTY OF MONO
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
INYO NATIONAL FOREST

The following listed roads or segments meet the criteria in Item 1a, Intent to Cooperate, of the Standard

County Road No.	USFS Road No.	Exhibit Map	Road Name	Length (miles)	Description of Termini	Description of Uses
3008	02S30C	3008	Pine Cliff Road	0.98	From Northshore drive to Pine Cliff East Parking	From State Highway 158 including east parking
3008-A	02S30F	3008	Pine Cliff RV Dump Station	0.10	0.4 miles from Northshore Drive on Pine Cliff Road	Loop around dump station off 02S30C
3008-B	02S30C-1	3008	Pine Cliff West Parking	0.10	0.7 miles from Northshore Drive on Pine Cliff Road	Loop Parking off 02S30C
3008-C	02S30C-2	3008	Pine Cliff East Parking	0.10	East End of Pine Cliff Road	Diagonal Parking lot located across 02S30C circular termnus
3101	02S37	3101	Big Rock Road	0.12	State Highway 158 to June Lake Access	State Highway 158 to June Lake Access
3106		3106	Brenner Street	0.10	Knoll Avenue to June Lake Access	Not in system, but on NFS
3107	02S13	3107	Forest Road	0.40	Knoll Avenue Along south side of June Lake to Forest Service lease access	Knoll Avenue Along south side of June Lake to Forest Service lease access
3109	02S33	3109	Portion of Leonard Avenue	0.20	Portion of Leonard Avenue	Includes portion of Leonard Avenue

EXHIBIT B

County Road No.	USFS Road No.	Exhibit Map	Road Name	Length (miles)	Description of Termini	Description of Uses
3111-A	02S33	3111	Gull Lake Park - Portion of Granite Avenue	0.40	Granite Avenue to Gull Lake Park	To and around Gull Lake Park
3113		3113	Lyle Terrace Road	0.39(paved)	From road 02S15 to Highway 158	Not in system, but on NFS
3120 ¹	02S101 ¹	3120	Northshore Drive	3.55	From Highway 158 to Highway 158	From 02S30 to highway 158

Notes:

1 Mono County and the USFS are in the process of developing an easement for Northshore Drive.

 Timothy E. Fesko
 Chairman of the Board of Supervisors, Mono County

 Date

 Edward Armenta, Forest Supervisor
 U.S. Forest Service, Inyo National Forest

 Date

The authority and format of this Instrument has been reviewed and
 Approved for signature



 Aaron Stout
 Agreements Specialist

4/27/2015

**2015 Annual Maintenance Plan
for
Cooperative Road Agreement No: 15-RO-11050400-019
Between
Mono County and
USDA, Forest Service, Inyo National Forest Service**

Section I – Explanation of Terms

Road Maintenance – The performance of work activities needed to preserve or protect a roadway including surface, shoulders, roadside, structures, and such traffic-control devices as are necessary for its safe and efficient use to standard provided through construction, the most recent reconstruction, or other condition as agreed.

Recurrent Maintenance - Work that is needed on a continuing basis with accomplishment annually or more frequently.

Deferred Maintenance – Work that is deferred 1 or more years until such time as the work is needed or can be economically or efficiently performed.

Traffic Generated Maintenance – Work, except repair of Major Damage, made necessary as a direct result of, or to minimize the effect of, use and wear by traffic.

Non-Traffic Generated Maintenance – Work made necessary as a direct result of normal weathering or uncontrollable influences that cannot be attributed to traffic use.

Major Damage – damage resulting from;

a. Natural causes that is not repairable by normal maintenance practices; considered in excess of that normally occurring for the area; not anticipated or provided for in the Annual Maintenance Plan, or

b. Road use that intentionally or unintentionally affects serviceability of the road or results in wear or damage in excess of that occurring in the area under normal operating conditions and procedures.

Restoration – Work necessary, as a result of major damage, to restore a road to the standard and serviceability that existed prior to the damage.

National Forest Traffic – The traffic generated by use of National Forest System lands and other lands, exclusive of Cooperator traffic.

Cooperator Traffic – The traffic generated by use of lands owned or controlled by the Cooperator except such traffic as is generated by non-commercial recreational use of cooperator’s lands.

Examples of Traffic Generated Maintenance are: surface blading, bridge maintenance, dust abatement, cattle guard cleaning, gate repair, surface rock replacement, asphalt maintenance, and stripping.

Examples of Non-Traffic Generated Maintenance are: minor culvert replacement, bridge replacement, minor structure replacement, brushing, ditch cleaning, signing, slide removal, cattle guard replacement, culvert cleaning, and re-vegetation.

Section II - Maintenance Responsibility

A. Cooperator Maintained Roads

The cooperator maintained roads are listed in Schedule A of the Cooperative Road Agreement. Except on Roads 02S30C-1, 02S30C-2, and 02S30F, the Forest Service will be responsible for all non-traffic generated maintenance and will enter into a Project Agreement to complete deferred asphalt maintenance and stripping on these three roads in 2015.

B. Forest Service Maintained Roads

The Forest Service maintained roads are all roads labeled as Forest Service Roads on Exhibit A of the Maintenance Plan that are not listed in Schedule A of the Cooperative Agreement.

Section III – Maintenance Activities Planned for 2015

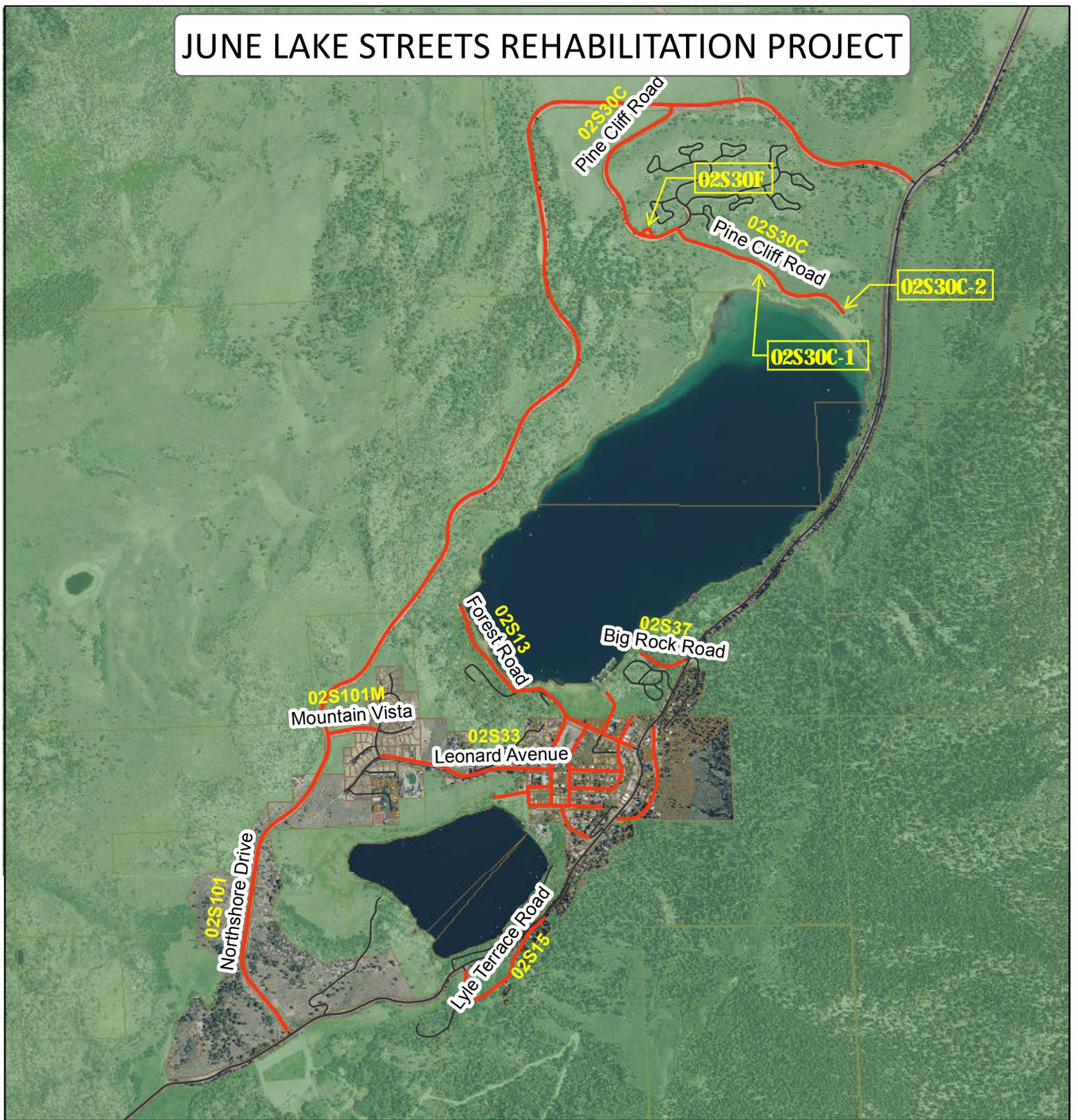
A. Cooperator Maintained Roads

The Cooperator plans to pulverize existing asphalt and re-surface several of the roads listed in Schedule A. Please see related project agreement for detailed scope of re-surfacing efforts. The Cooperator will conduct recurrent annual maintenance such as ~~snow removal, sh~~oulder maintenance, and sweeping

B. Forest Service Maintained Roads

The Forest Service will blade roads, clean ditches, clean culverts, and repair erosion damage as needed based on annual road condition assessments.

JUNE LAKE STREETS REHABILITATION PROJECT

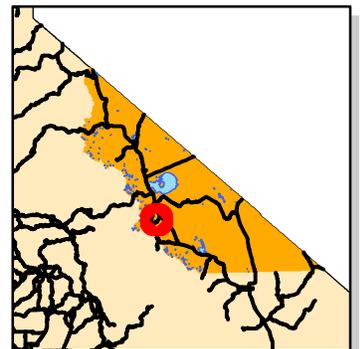


Inyo National Forest - Figure 1



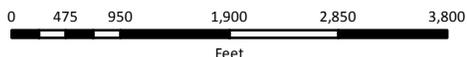
Mono County GIS
 PO Box 7657
 Mammoth Lakes, CA 93546
 (760) 924-1819
 gis.mono.ca.gov

— Project Extents
 InyoNationalForest

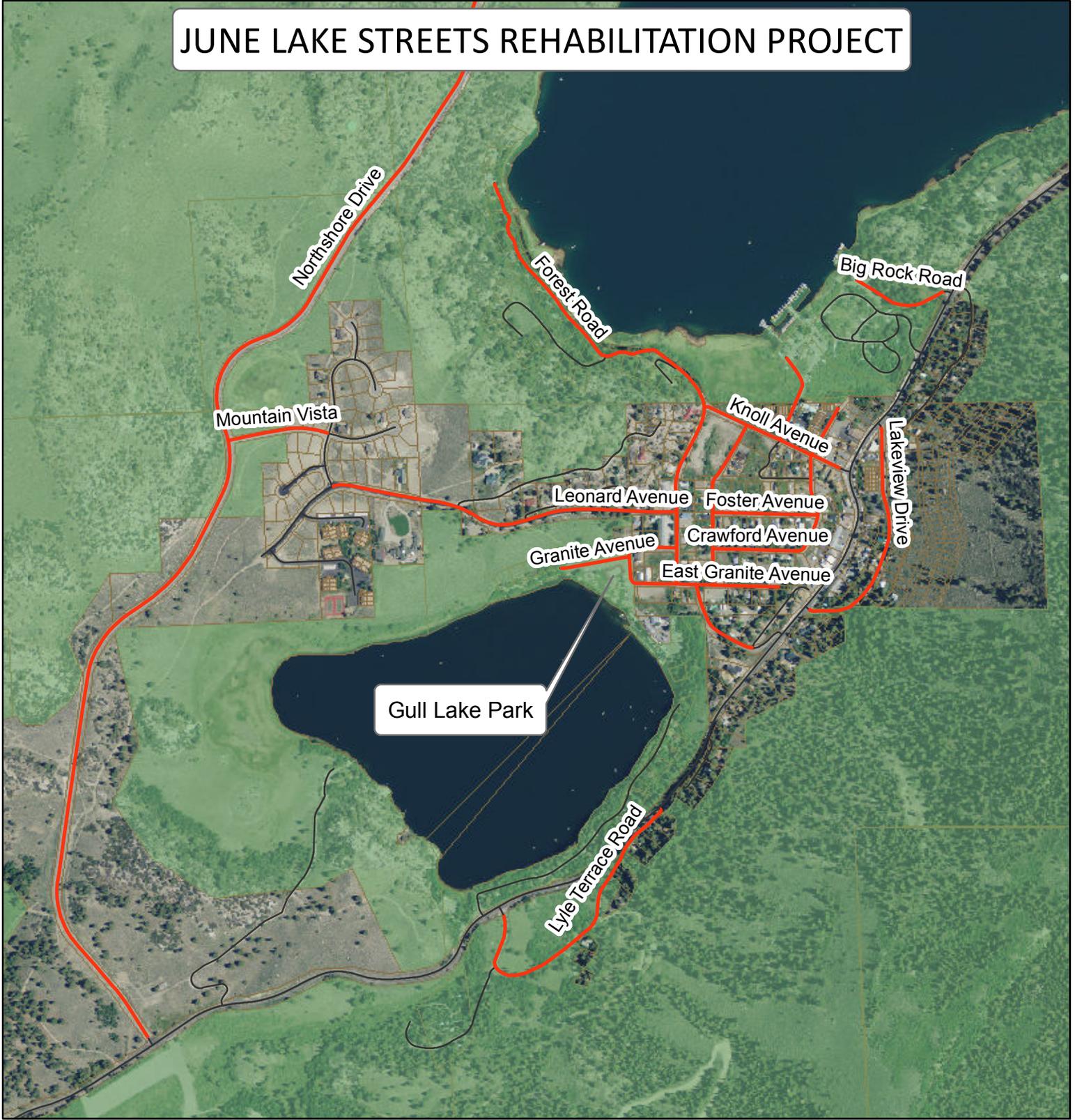


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Map created by: ghigerd on 8/1/2014
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JUNE LAKE STREETS REHABILITATION PROJECT

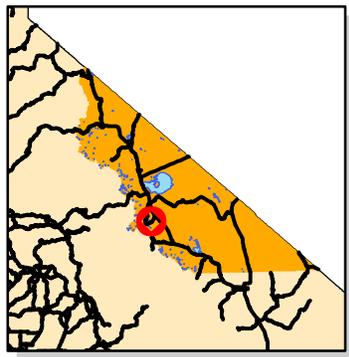


Inyo National Forest - Figure 2



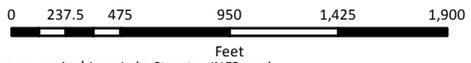
Mono County GIS
 PO Box 7657
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— Project Extents
 ■ InyoNationalForest



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Map created by: ghigerd on 8/1/2014
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FS Agreement No. 15-RO-11050400-020
 Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between The
MONO COUNTY
And The
USDA, FOREST SERVICE, INYO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Mono County, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #15-RO-11050400-019 executed between the parties on May 5, 2015.

Project Title: June Lake Streets Rehabilitation

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on May 5, 2015. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

**II. PURPOSE:**

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the road rehabilitation work for Forest Service Roads shown on the 2015 Cooperative Road Agreement Schedule A. The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$174,105.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$174,105 as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Tamara Scholten at TamaraScholten@fs.fed.us

- C. ADVANCE PAYMENT. The U.S. Forest Service shall make advance payment upon receipt of an invoice from Cooperator. The invoice must be submitted no more than monthly and the total must not exceed the U.S. Forest Service's share of anticipated expenses as identified on the financial plan. The first invoice may request an advance



based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice, separated by U.S. Forest Service and Cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs. If Cooperator receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the U.S. Forest Service upon expiration of this agreement. The final invoice from Cooperator must be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 6) Cooperator's name, address, and telephone number
- 7) U.S. Forest Service agreement number
- 8) Invoice date
- 9) Performance dates of the work completed (start and end)
- 10) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Tamara Scholten at TamaraScholten@fs.fed.us

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Garrett Higerd PO Box 457 Bridgeport, CA 93517 Telephone: (760) 932-5457 FAX: (760) 932-5441 Email: ghigerd@mono.ca.gov	Jeff Walters PO Box 457 Bridgeport, CA 93517 Telephone: (760) 932-5459 FAX: (760) 932-5441 Email: jwalters@mono.ca.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Tamara Scholten 351 Pacu Lane City, State, Zip: Bishop, CA 93514 Telephone: (760) 873-2487 FAX: (760) 873- Email: TamaraScholten@fs.fed.us	Aaron Stout 631 Coyote Street Nevada City, CA 95946 Telephone: (530) 478-6825 FAX: (530) 478-6161 Email: asstout@fs.fed.us

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).
- D. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- E. **FUNDING EQUIPMENT**. Federal funding under this agreement is not available for reimbursement of Cooperator’s purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. **ENDORSEMENT**. Any of Cooperator’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator’s products or activities.



- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

- I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

- J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2016 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

- L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

JEFF WALTERS, Director of Public Works Date
County of Mono

TIMOTHY E. FESKO, Chairman Date
Board of Supervisors, Mono County

EDWARD E. ARMENTA, Forest Supervisor Date
U.S. Forest Service, Inyo National Forest



The authority and format of this agreement have been reviewed and approved for signature.

4/27/2015

AARON S. STOUT

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

EXHIBIT D

Financial and Operating Plan, Exhibit A
 for
 Road Project Agreement
 Between
 Mono County
 And the
 USDA, forest Service, Inyo National Forest Service

FINANCIAL PLAN

County Road No	USFS Road No	Road Name	Length (miles)	Estimated Construction Cost	Estimated Construction Management Cost	Financial Responsibility	Total Mono County Costs	Total Inyo NF Costs
3008	02S30C	Pine Cliff Road	0.98	\$443,025	\$35,440	Mono County	\$478,465	
3008-A	02S30F	Pine Cliff RV Dump Station	0.1	\$33,690	\$2,746	Inyo NF		\$36,436
3008-B	02S30C-1	Pine Cliff West Parking Area	0.1	\$96,410	\$13,931	Inyo NF		\$110,341
3008-C	02S30C-2	Pine Cliff East Parking Area	0.1	\$101,075	\$8,237	75% Mono County; 25% Inyo NF	\$81,984	\$27,328.00
3101	02S37	Big Rock Road	0.12	\$51,330	\$4,184	Mono County	\$55,514	
3106		Brenner Street	0.1	\$41,745	\$3,339	Mono County	\$45,084	
3107	02S13	Forest Road	0.4	\$148,740	\$11,910	Mono County	\$160,650	
3109	02S33	Portion of Leonard Ave	0.2	\$5,690	\$455	Mono County	\$6,145	
3111-A	02S33	Gull Lake Park/Granite Ave	0.4	\$262,400	\$19,950	Mono County	\$282,350	
3113		Lyle Terrace Road	0.39	\$120,760	\$9,665	Mono County	\$130,425	
3120	02S101	North shore Drive	3.55	\$392,640	\$31,410	Mono County	\$424,050	
						Total Costs	\$1,664,667	\$174,105

EXHIBIT D

BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
B-17	Snow Blows	80	EA	\$ 90.00	\$ 7,200.00	\$ 7,200.00
B-18	Front Machine to Grate	1	EA	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
B-19	Manhole	0	EA	\$ 450.00	\$ -	\$ -
B-20	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	\$ 1,800.00
ALTERNATE B TOTAL (sum of items B-17 through B-20 only)					\$ 12,500.00	\$ 12,500.00
ALTERNATE C: (Full Rehab Nonsidewalk Dr (Eam), Pileciff Rd)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
C-1	Maintenance	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
C-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
C-3	Work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
C-4	Pavement	2500	SY	\$ 4.00	\$ 10,000.00	\$ 10,000.00
C-5	Gravel	1000	CY	\$ 12.00	\$ 12,000.00	\$ 12,000.00
C-6	Driveway Transition	1000	SF	\$ 6.00	\$ 6,000.00	\$ 6,000.00
C-7	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-8	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-9	4" x 6" Solid White Stop Panel	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
C-10	Solid Red View Center Stripe	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-11	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-12	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-13	PARKING SPACE MARKING	30	LS	\$ 300.00	\$ 9,000.00	\$ 9,000.00
C-14	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-15	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-16	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-17	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	\$ 1,800.00
ALTERNATE C TOTAL (sum of items C-1 through C-17 only)					\$ 79,349.00	\$ 79,349.00
ALTERNATE D: (Gravel and Slurry Seal Nonsidewalk Dr. (West), Leonard Dr. Mountain Vista Dr)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
D-1	Maintenance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
D-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
D-3	Work for this alternate	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
D-4	Slurry Seal	5000	SY	\$ 2.07	\$ 10,350.00	\$ 10,350.00
D-5	Crack Treatment	64	Lane/Mile	\$ 6,000.00	\$ 384,000.00	\$ 384,000.00
D-6	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-7	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-8	Sign - Stop	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
D-9	Painted Stop Bar	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
D-10	Painted Stop Bar	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
ALTERNATE D TOTAL (sum of items D-1 through D-10 only)					\$ 388,730.00	\$ 388,730.00

BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
B-21	Snow Blows	20	EA	\$ 80.00	\$ 1,600.00	\$ 1,600.00
B-22	Front Machine to Grate	1	EA	\$ 900.00	\$ 900.00	\$ 900.00
B-23	Manhole	0	EA	\$ 450.00	\$ -	\$ -
B-24	Sign Post	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,200.00
ALTERNATE B TOTAL (sum of items B-21 through B-24 only)					\$ 3,700.00	\$ 3,700.00
ALTERNATE C: (Full Rehab Nonsidewalk Dr (Eam), Pileciff Rd)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
C-1	Maintenance	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
C-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
C-3	Work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
C-4	Pavement	2500	SY	\$ 4.00	\$ 10,000.00	\$ 10,000.00
C-5	Gravel	1000	CY	\$ 12.00	\$ 12,000.00	\$ 12,000.00
C-6	Driveway Transition	1000	SF	\$ 6.00	\$ 6,000.00	\$ 6,000.00
C-7	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-8	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-9	4" x 6" Solid White Stop Panel	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
C-10	Solid Red View Center Stripe	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-11	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-12	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-13	PARKING SPACE MARKING	30	LS	\$ 300.00	\$ 9,000.00	\$ 9,000.00
C-14	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-15	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-16	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-17	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	\$ 1,800.00
ALTERNATE C TOTAL (sum of items C-1 through C-17 only)					\$ 79,349.00	\$ 79,349.00
ALTERNATE D: (Gravel and Slurry Seal Nonsidewalk Dr. (West), Leonard Dr. Mountain Vista Dr)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
D-1	Maintenance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
D-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
D-3	Work for this alternate	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
D-4	Slurry Seal	5000	SY	\$ 2.07	\$ 10,350.00	\$ 10,350.00
D-5	Crack Treatment	64	Lane/Mile	\$ 6,000.00	\$ 384,000.00	\$ 384,000.00
D-6	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-7	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-8	Sign - Stop	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
D-9	Painted Stop Bar	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
D-10	Painted Stop Bar	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
ALTERNATE D TOTAL (sum of items D-1 through D-10 only)					\$ 388,730.00	\$ 388,730.00

BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
B-25	Snow Blows	50	EA	\$ 4,500.00	\$ 2,250,000.00	\$ 2,250,000.00
B-26	Front Machine to Grate	5	EA	\$ 4,500.00	\$ 22,500.00	\$ 22,500.00
B-27	Manhole	1	EA	\$ 900.00	\$ 900.00	\$ 900.00
B-28	Sign Post	3	EA	\$ 900.00	\$ 2,700.00	\$ 2,700.00
ALTERNATE B TOTAL (sum of items B-25 through B-28 only)					\$ 2,276,100.00	\$ 2,276,100.00
ALTERNATE C: (Full Rehab Nonsidewalk Dr (Eam), Pileciff Rd)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
C-1	Maintenance	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
C-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
C-3	Work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
C-4	Pavement	2500	SY	\$ 4.00	\$ 10,000.00	\$ 10,000.00
C-5	Gravel	1000	CY	\$ 12.00	\$ 12,000.00	\$ 12,000.00
C-6	Driveway Transition	1000	SF	\$ 6.00	\$ 6,000.00	\$ 6,000.00
C-7	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-8	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-9	4" x 6" Solid White Stop Panel	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
C-10	Solid Red View Center Stripe	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-11	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-12	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-13	PARKING SPACE MARKING	30	LS	\$ 300.00	\$ 9,000.00	\$ 9,000.00
C-14	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-15	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-16	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-17	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	\$ 1,800.00
ALTERNATE C TOTAL (sum of items C-1 through C-17 only)					\$ 79,349.00	\$ 79,349.00
ALTERNATE D: (Gravel and Slurry Seal Nonsidewalk Dr. (West), Leonard Dr. Mountain Vista Dr)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
D-1	Maintenance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
D-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
D-3	Work for this alternate	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
D-4	Slurry Seal	5000	SY	\$ 2.07	\$ 10,350.00	\$ 10,350.00
D-5	Crack Treatment	64	Lane/Mile	\$ 6,000.00	\$ 384,000.00	\$ 384,000.00
D-6	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-7	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-8	Sign - Stop	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
D-9	Painted Stop Bar	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
D-10	Painted Stop Bar	20	EA	\$ 2.00	\$ 40.00	\$ 40.00
ALTERNATE D TOTAL (sum of items D-1 through D-10 only)					\$ 388,730.00	\$ 388,730.00

BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
B-29	Snow Blows	10	EA	\$ 417.50	\$ 4,175.00	\$ 4,175.00
B-30	Front Machine to Grate	1	EA	\$ 900.00	\$ 900.00	\$ 900.00
B-31	Manhole	0	EA	\$ 450.00	\$ -	\$ -
B-32	Sign Post	1	EA	\$ 300.00	\$ 300.00	\$ 300.00
ALTERNATE B TOTAL (sum of items B-29 through B-32 only)					\$ 5,375.00	\$ 5,375.00
ALTERNATE C: (Full Rehab Nonsidewalk Dr (Eam), Pileciff Rd)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
C-1	Maintenance	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
C-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
C-3	Work for this alternate	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
C-4	Pavement	2500	SY	\$ 4.00	\$ 10,000.00	\$ 10,000.00
C-5	Gravel	1000	CY	\$ 12.00	\$ 12,000.00	\$ 12,000.00
C-6	Driveway Transition	1000	SF	\$ 6.00	\$ 6,000.00	\$ 6,000.00
C-7	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-8	Sign - Stop	9	EA	\$ 200.00	\$ 1,800.00	\$ 1,800.00
C-9	4" x 6" Solid White Stop Panel	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00
C-10	Solid Red View Center Stripe	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-11	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-12	Painted Stop Bar	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
C-13	PARKING SPACE MARKING	30	LS	\$ 300.00	\$ 9,000.00	\$ 9,000.00
C-14	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-15	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-16	Sign - Stop	14	EA	\$ 200.00	\$ 2,800.00	\$ 2,800.00
C-17	Sign Post	6	EA	\$ 300.00	\$ 1,800.00	\$ 1,800.00
ALTERNATE C TOTAL (sum of items C-1 through C-17 only)					\$ 79,349.00	\$ 79,349.00
ALTERNATE D: (Gravel and Slurry Seal Nonsidewalk Dr. (West), Leonard Dr. Mountain Vista Dr)						
BI/ITEM	ITEM	EST QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	ESTIMATE
D-1	Maintenance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
D-2	Maintenance Turf/27" x 6" Gravel	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
D-3	Work for this alternate	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
D-4	Slurry Seal	5000	SY	\$ 2.07	\$ 10,350.00	\$ 10,350.00
D-5	Crack Treatment	64	Lane/Mile	\$ 6,000.00	\$ 384,000.00	\$ 384,000.00
D-6	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-7	ITEM NOT USED	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
D-8	Sign - Stop	20				



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Public Works

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

SUBJECT Contract Amendment with Triad-Holmes Associates for Engineering, Inspection, and Surveying Services

AGENDA DESCRIPTION:

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

2014-15 Budget Amendment to recognize Additional Revenue Sources for June Lake Streets Rehabilitation Project and Contract Amendment with Triad-Holmes Associates.

RECOMMENDED ACTION:

1. Approve 2014-15 budget changes to accommodate contract change orders as follows: Amend the Fiscal Year 2014-15 State and Federal Construction Budget (fund 701) to Increase revenue in Other Government Agencies (1590) by \$174,105, increase revenues in Operating Transfers In (1810) by \$147,597 and increase expenditures in Land & Improvements: June Lake Streets (5201) by \$321,702. Also, Increase Operating Transfers Out from the June Lake Storm Drain Fund by \$83,597 and from the June Lake Major Thoroughfare Fund by \$64,000. There is sufficient fund balance in both of these funds to cover this action. 2. Amend "as-needed" contract with Triad-Holmes Associates for engineering, inspection, and surveying services to increase the contract limit from \$250,000 to \$300,000 to allow for additional work to be completed on the June Lake Streets Rehabilitation project.

FISCAL IMPACT:

The June Lake Streets Rehabilitation Project is primarily funded by the State Transportation Improvement Program (\$3,415,400). Other funding sources include the Inyo National Forest (\$174,105), June Lake Storm Drainage Fund (\$83,597), and the June Lake Major Thoroughfare Fund (\$64,000). Contractor payments will not impact the General Fund. Of the \$50,000 Triad-Holmes Associates contract increase, \$34,262 will be used for the June Lake Street Rehabilitation project and will be funded by external funding sources.

CONTACT NAME: Garrett Higerd

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [June Lake Streets Staff Report](#)
 - [Exhibit 1](#)
-

History

Time	Who	Approval
4/24/2015 10:05 AM	County Administrative Office	Yes
4/28/2015 4:33 PM	County Counsel	Yes
4/30/2015 8:41 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: May 5, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: 2014-15 Budget Amendment to recognize Additional Revenue Sources for June Lake Streets Rehabilitation Project and Contract Amendment with Triad-Holmes Associates

Recommended Action

1. Approve 2014-15 budget changes to accommodate contract change orders as follows: Amend the Fiscal Year 2014-15 State and Federal Construction Budget (fund 701) to Increase revenue in Other Government Agencies (1590) by \$174,105, increase revenues in Operating Transfers In (1810) by \$147,597 and increase expenditures in Land & Improvements: June Lake Streets (5201) by \$321,702. Also, Increase Operating Transfers Out from the June Lake Storm Drain Fund by \$83,597 and from the June Lake Major Thoroughfare Fund by \$64,000. There is sufficient fund balance in both of these funds to cover this action.
2. Amend "as-needed" contract with Triad-Holmes Associates for engineering, inspection, and surveying services to increase the contract limit from \$250,000 to \$300,000 to allow for additional work to be completed on the June Lake Streets Rehabilitation project

Fiscal Impact:

The June Lake Streets Rehabilitation Project is primarily funded by the State Transportation Improvement Program (\$3,415,400). Other funding sources include the Inyo National Forest (\$174,105), June Lake Storm Drainage Fund (\$83,597), and the June Lake Major Thoroughfare Fund (\$64,000). Contractor payments will not impact the General Fund.

Of the \$50,000 Triad-Holmes Associates contract increase, \$34,262 will be used for the June Lake Street Rehabilitation project and will be funded by external funding sources.

Background:

On September 2, 2014 the Board of Supervisors awarded a contract for \$3,186,709.00 to Qualcon Contractors for the construction of the June Lake Streets Rehabilitation Project. At that time the Board also authorized the Public Works director, in consultation with County Counsel, to administer that contract including issuing change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$171,835.45 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.

The June Lake Streets Rehabilitation Project is primarily funded by the State Transportation Improvement Program (\$3,415,400). However, staff has secured additional funding from the Inyo National Forest (\$174,105), June Lake Storm Drainage Fund (\$83,597), and the June Lake Major Thoroughfare Fund (\$64,000). Proposed change orders that will incorporate these funds into the project will exceed the current budgeted authority. Therefore, we request that the Fiscal Year 2014-15 budget be adjusted to recognize additional revenue sources.

In spring of 2013 the Department of Public Works issued a Request for Qualifications for engineering and surveying services on an as-needed basis over the next three years. Statements of Qualifications were reviewed from several interested firms and as-needed contracts were awarded to the highest qualified firms. These contracts allow us to efficiently hire consultants to perform work that best meets their qualifications and the County's needs.

Public Works solicited proposals from three of these pre-qualified firms for engineering and surveying services for the June Lake Streets Rehabilitation Project (the "Project"). Based on a review of those proposals, it was determined that Triad-Holmes Associates was the most qualified to complete the Project. .

Increasing the existing contract limit to \$300,000 will allow the June Lake Streets work to be completed, and will leave \$24,323 for as-needed tasks for the remainder of the contract term (until June 30, 2016). All as-needed tasks, and budgets, are outlined in detail in Project Scope of Work Letters issued pursuant to the contract. Staff recommends that the Board of Supervisors approve the contract amendment attached as Exhibit 1.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit 1 – Contract Amendment

AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND TRIAD-HOLMES ASSOCIATES FOR THE PROVISION OF ENGINEERING, INSPECTION, AND SURVEYING SERVICES ON AN AS-NEEDED BASIS

This Agreement and Second Amendment is entered into May 5, 2015, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Triad-Holmes Associates, Inc., of Mammoth Lakes, California (hereinafter, "Contractor"), for the purposes of further amending Mono County Agreement No. B001098 between the County and Contractor, and signed by Contractor on July 12, 2013, providing for as-needed engineering and surveying services (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

- 1. Subsection 3.D. of the Agreement as amended, entitled LIMIT UPON AMOUNT PAYABLE UNDER AGREEMENT, is hereby replaced in its entirety with the following language:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **three hundred thousand dollars (\$300,000)** (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit."

- 2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Timothy E. Fesko, Chair

Tom Platz, President

Mono County Board of Supervisors

Triad-Holmes Associates, Inc.

Approved as to Form:

Stacey Simon, Assistant County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Public Works

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

PERSONS APPEARING BEFORE THE BOARD

Garrett Higerd

SUBJECT Rock Creek Road Temporary Construction Closures

AGENDA DESCRIPTION:

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

The Department of Public Works has received a request from the Federal Highways Administration (FHWA) to close Rock Creek Road to allow for heavy construction on five arch culverts, which is scheduled to take place on the following days:

May 27, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)

May 28, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)

May 29, 2015 – 8:00 AM to 12:00 PM (4 hour delay)

RECOMMENDED ACTION:

1. Receive staff report regarding construction on Rock Creek Road; 2. Consider and potentially adopt Resolution No. R15- , "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Rock Creek Road." 3. Provide any desired direction to staff.

FISCAL IMPACT:

None. The Rock Creek Road Reconstruction Project is fully funded by the Federal Lands Access Program.

CONTACT NAME: Garrett Higerd

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Rock Creek Rd Temporary Closure](#)

History

Time	Who	Approval
4/24/2015 10:02 AM	County Administrative Office	Yes
4/29/2015 12:59 PM	County Counsel	Yes
4/26/2015 6:20 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: May 5, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Subject: Temporary Road Closures for Construction on Rock Creek Road

Recommended Action:

1. Receive staff report regarding construction on Rock Creek Road.
2. Consider and potentially adopt Resolution No. R15-__, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Rock Creek Road."
3. Provide any desired direction to staff.

Fiscal Impact:

None. The Rock Creek Road Reconstruction Project is fully funded by the Federal Lands Access Program.

Discussion:

Construction has begun on the Rock Creek Road Reconstruction Project for the 2015 season after being in winter shut-down. ACE General Engineering, the Federal Highways Administration's (FHWA's) general contractor, has issued notice that they intend to place pre-cast concrete slabs on five arch culverts the week after Memorial Day (mobilizing Tuesday, May 26th). The contractor has requested the following temporary road closures on Rock Creek Road to allow for heavy construction:

- May 27, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)
- May 28, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)
- May 29, 2015 – 8:00 AM to 12:00 PM (4 hour delay)

A draft resolution, attached with this report as Exhibit 1, has been prepared should the Board choose to approve the requested road closure. The resolution satisfies requirements specified in Section 942.5 of the Streets and Highways Code for such an action.

If you have any questions regarding this item, please contact me at 760.924.1802. I may also be contacted by email at ghigerd@mono.ca.gov.

Respectfully submitted,

Garrett Higerd
Assistant Public Works Director

Attachments: Exhibit 1 – Draft Resolution Authorizing Road Closure



RESOLUTION NO. R15-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF ROCK CREEK ROAD
FOR CONCRETE BRIDGE SLAB CONSTRUCTION**

WHEREAS, the Federal Highways Administration has requested the temporary closure of Rock Creek Road in order to place new concrete bridge slabs; and,

WHEREAS, in conformance with Section 942.5 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads during construction, improvement or maintenance operations thereon; and,

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS FINDS AND RESOLVES AS FOLLOWS:

- 1. The temporary closure of Rock Creek Road is necessary in order to accommodate road construction activities occurring as a part of the Rock Creek Road Rehabilitation Project; specifically the placement of new concrete bridge slabs; and
- 2. To accommodate the above activities, Rock Creek Road shall be closed the following days and times:
 - a. May 27, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)
 - b. May 28, 2015 – 8:00 AM to 12:00 PM (4 hour delay) and 1:00 PM to 5:00 PM (4 hour delay)
 - c. May 29, 2015 – 8:00 AM to 12:00 PM (4 hour delay)
- 3. **APPROVED AND ADOPTED** this 5th day of May, 2015, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

Timothy E. Fesko, Chairman
 Mono County Board of Supervisors

EXHIBIT 1

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ATTEST:

Approved as to Form:

Bob Musil
Clerk of the Board

Marshall Rudolph
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Solid Waste Division of Public Works

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

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Hiring Freeze Variance - Solid Waste Maintenance Worker

AGENDA DESCRIPTION:

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

Consider hiring freeze variance to fill Solid Waste Maintenance Worker position to facilitate anticipated recycling and diversion needs.

RECOMMENDED ACTION:

Approve hiring freeze variance and authorize Solid Waste Superintendent to proceed with recruitment. Provide any desired direction to staff.

FISCAL IMPACT:

Solid Waste Maintenance Worker – Range 59 Step B – The total cost for the remainder of Fiscal Year 14-15 is salary \$7438.00 and benefits \$5772.00. For the full Fiscal Year the salary is \$44,628.00 and the benefits are \$36,918.00. There is sufficient appropriation in the 14-15 Solid Waste budget.

CONTACT NAME: Tony Dublino

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [SW Maintenance Worker Staff Rpt](#)
- [SW Maintenance Worker Announcement](#)

History

Time	Who	Approval
4/24/2015 10:01 AM	County Administrative Office	Yes
4/28/2015 4:18 PM	County Counsel	Yes
4/27/2015 1:05 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: May 5, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Hiring Freeze Variance – Solid Waste Maintenance Worker

Recommended Action:

Authorize Solid Waste Superintendent, in consultation with Human Resources, to recruit in-county to fill an existing Solid Waste Maintenance Worker vacancy. If no requests are received in-county then advertise out-of-county to fill same vacancy. Provide any desired direction to staff.

Fiscal Impact:

The funding source for this position is the Solid Waste Enterprise Fund. The Solid Waste budget and allocation list were amended during mid-year to provide adequate funding for the position, and the SWEF is capable of funding this position without any General Fund impact.

Solid Waste Maintenance Worker (B Step) - The total cost for remainder of fiscal year 14/15 is \$13,210 and a full fiscal year is \$81,546 of which \$44,628 is salary.

Discussion:

During the FY14/15 budget process, the allocation list for Solid Waste staff was reduced (by one SW Maintenance Worker) to reflect a vacancy that was not anticipated to be filled this FY. This brought the staffing allocation for the SW Division to its lowest level ever. Additionally, the Solid Waste Superintendent position and cost was reduced by 35%. The result has been good for the program's bottom line, but has created a situation where staff is barely able to keep up.

There have been other developments that have increased the need and urgency to fill this position.

1. The County received a Board-approved grant for a thermal biomass boiler that will significantly increase work related to the preparation and delivery of wood chips. It is critical that we staff an effort to develop a process to provide feedstock for this project.
2. Staff has made progress towards expanding recycling and diversion programs in the County, and is now poised to launch additional programs when staff becomes available, including the expansion of the Re-Use Areas, and providing additional diversion of C&D material.

If you have any questions regarding this item, please contact Tony Dublino 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



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

MEMORANDUM

To: Public Works Maintenance Personnel (Road, Facilities, Solid Waste, and Fleet)
From: Tony Dublino, Solid Waste Superintendent
Date: May 6, 2015
Re: Position Vacancy – Solid Waste Maintenance Worker

Recent developments have generated the need to fill a Solid Waste Maintenance Worker position that would be based at the Benton Crossing Landfill. Public Works has been authorized to fill this full-time position with “in-County” recruitment.

This vacancy is being advertised within the Department of Public Works as a transfer or promotional opportunity.

Human Resources will be advertising the vacancy in-County for a 10-day period starting this week. A job announcement summarizing the job duties and requirements has been prepared and a copy of the announcement and information regarding the recruitment will be available at the “employment opportunities” link on the County’s website (www.monocounty.ca.gov).

Consistent with Article 23 of the MCPE / Mono County MOU, Public Works maintenance employees may request an intra-departmental transfer when such an opening occurs. Employees who wish to transfer shall make a request within 10 working days of notification (5/6/2015 – 5/18/2015) that an opening exists. The necessity to complete an application or have additional testing for this position will depend on the number of current employees interested in this position and will be at the discretion of Human Resources. Re-assignment to any position requires the approval of the Public Works Director and County Administrative Officer.

The permanent work station for the Solid Waste Maintenance Worker is at Benton Crossing Landfill, but assignments and responsibilities extend throughout the County. The salary for the SW Maintenance Worker has been established at Range 59, which is currently \$3,542 to \$4,305 per month.

Should you wish a transfer/promotion from your current assignment to the Solid Waste Maintenance Worker position out of Benton Crossing Landfill, please notify me in writing or by email no later than 5 pm, May 18th, 2015.

Please contact either Tony Dublino (760.932.5453; tdublino@mono.ca.gov) or Sarah Messerlian in Human Resources (760.932.5405, smesserlian@mono.ca.gov) if you would like a copy of the job description or job flyer for the position. Please additional questions about the position, contact Tony Dublino.

cc: Jim Leddy, CAO
Sarah Messerlian, HR
Jerry Frederick, Local 39 Representative



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: County Counsel, Assessor

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

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marshall Rudolph, Barry Beck

SUBJECT Agreement for Special Counsel Services (Brett Price)

AGENDA DESCRIPTION:

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

Proposed Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price.

RECOMMENDED ACTION:

Approve County entry into proposed Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price. Authorize Board Chair to sign said Agreement on behalf of the County.

FISCAL IMPACT:

None. Entry into the Agreement does not obligate the County to utilize special counsel services. Funding for such services (if utilized) is already in the Assessor's budget.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Price agreement staff report](#)
- [Price agreement](#)

History

Time	Who	Approval
4/28/2015 9:56 AM	County Administrative Office	Yes
4/29/2015 11:48 AM	County Counsel	Yes
4/30/2015 8:02 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: May 5, 2015

RE: Proposed Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price

Recommendation:

Approve County entry into proposed Agreement For Services of Special Counsel (Property Tax Appeals and Litigation) between the County and Norman Dowler LLP and Brett L. Price. Authorize Board Chair to sign said Agreement on behalf of the County.

Fiscal/Mandates Impact:

None. Entry into the Agreement does not obligate the County to utilize special counsel services. Funding for such services (if utilized) is already in the Assessor's budget.

Discussion:

As the Board may know or recall, the County has an existing relationship with Brett L. Price, an attorney specializing in assessment appeals and property tax matters on behalf of assessors throughout the State of California. Mr. Price has notified us that he is leaving his current law firm (Kronick, Moskovitz, Tiedemann & Girard) and joining another firm instead (Norman Dowler LLP). Accordingly, in order for the County and the Assessor to be able to use Mr. Price's services in the future, it is necessary to enter into a new agreement with him and his new firm. The proposed agreement for special counsel services would do that.

The proposed agreement would also increase Mr. Price's hourly billing rate by \$10, and would reflect the rate he is generally charging his other clients. This increase is not a result of Mr. Price's change of firms and would otherwise have been effectuated through an amendment of his current agreement. Mr. Price's last rate increase occurred in 2012. Other than the adjusted billing rate, all other terms of the proposed new agreement are the same as his existing agreement. Note that as with any outside counsel, this agreement does not obligate the County or the Assessor to use Mr. Price's services in the future. It simply creates and preserves the option to use those services if and when needed. The Assessor has been apprised of this item and concurs with the recommended approval.

If you have any questions regarding this item, please call me at 924-1707.

Encl.

**AGREEMENT
FOR
SERVICES OF SPECIAL COUNSEL**

(Property Tax Assessment Appeals and Litigation)

THIS AGREEMENT FOR SERVICES OF SPECIAL COUNSEL (the "Agreement" herein) is made and entered into effective as of this 1st day of May, 2015, by and between the COUNTY OF MONO, a political subdivision of the State of California (the "County" herein), and NORMAN DOWLER LLP and BRETT L. PRICE (collectively "Attorney" herein).

Recitals

WHEREAS, the Mono County Assessor ("Assessor" herein) requires advice and representation by special private counsel in connection with proceedings before the Mono County Board of Equalization (the "Board" herein) in relation to various applications for changed assessment now pending before the Board, which have been previously litigated before the Board, and which may be filed with the Board in the future (the "Appeals" herein), appeal(s) from determinations of the Board therein, resulting or related litigation and various other property tax matters;

WHEREAS, the Mono County Board of Supervisors, under the provisions of Section 31000 of the Government Code, is empowered to contract for such special legal services;

WHEREAS, the Mono County Board of Supervisors has determined that the Assessor should be advised and represented by special private counsel in proceedings before the Board, appeals therefrom, in resulting or related litigation, and in various other property tax matters because of actual, potential or apparent conflicts of interest, the complex and technical nature of such matters, and the skill, experience and competence of Attorney in relation to such matters; and,

WHEREAS, Attorney is specially trained, skilled, experienced, and competent to perform the special legal services required by the Assessor, and the Assessor desires to retain the services of Attorney pursuant to the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms contained herein, it is agreed as follows:

1. Term

The term of this Agreement shall be from May 1, 2015 until terminated by the parties pursuant to the provisions of paragraph 10 herein.

2. Employment of Attorney

2.1 The County does hereby engage, retain and contract with Attorney to provide legal services as special counsel to the Assessor and/or the County, as the case may require, to advise and represent the Assessor in the Appeals before the Board or the State Board of Equalization and any resulting or related litigation; to advise and represent the Assessor and/or the County in any appeal therefrom or any action, proceeding, hearing or litigation related thereto; and, to advise and represent the

Assessor and/or the County in such other matters as the Assessor and/or the County may deem necessary or advisable.

2.2 Attorney accepts such employment and agrees to perform and provide the legal services required by this Agreement in accordance with the terms and conditions hereof. Attorney agrees to represent and advise the Assessor and/or the County in those matters assigned to Attorney by the Assessor and/or the County, as the case may be, to the best of Attorney's ability.

3. Legal Services

Attorney's services shall include prehearing research, discovery, pleadings, investigation, interviews, meetings, negotiations, advice, review of documents, records, transcripts and evidence, and preparation necessary to the full and effective presentation of the Assessor's and/or the County's case, as may be reasonable given the time allowed before the hearing of any matter assigned to Attorney, as well as representation of the Assessor during hearings and post-hearing proceedings before the Board and the Assessor and/or County before the Courts of the State of California or the State Board of Equalization concerning said matters and any litigation related thereto or resulting therefrom. Attorney shall provide such further services to the Assessor and/or County as may be incidental or related to the services expressly set forth in this paragraph, or as may be requested by the Assessor and/or the County, from time-to-time, in relation to any matter in which the Assessor and/or the County desires the assistance of Attorney.

4. Continuing Duty of Representation

This Agreement is drafted with a term to coincide with the annual appropriations cycle of County government. In the event that the services contemplated by this Agreement are not completed by June 30, 2016, the parties agree to execute a new agreement at that time to embrace the services remaining to be performed on the same terms and conditions as set forth herein, except that new hourly rates may be negotiated by the parties.

5. Compensation

In consideration for the services to be provided pursuant to this Agreement, the County shall pay to Attorney the following:

a. Fees for Professional Services

<u>Title</u>	<u>Rate</u>
Brett L. Price	\$245/hour
Senior Associates (4+ years experience)	\$210/hour
Associates (up to 4 years experience)	\$195/hour
Legal Assistants/Law Clerks	\$120/hour

Such rates shall apply to all services performed by Attorney, including, but not limited to, investigation, research, evaluation, consultation, travel, preparation, negotiation, meetings, pleadings, briefing, and appearances at proceedings before the Board, the State Board of Equalization and any Court(s).

b. Reimbursement of Costs

The County shall reimburse Attorney for all costs incurred or advanced by Attorney in providing the services herein described. Said costs shall include, but are not limited to, expenses for travel, lodging, meals, photocopies, long distance telephone calls, reporter's transcript(s) of all proceedings, filing fees, witness fees and costs for lay or expert witnesses, and such other costs as are reasonably necessary for the preparation, presentation or defense of the Appeals, any litigation resulting, related or incidental thereto, any appeal or litigation resulting or arising therefrom, and any other matter(s) for which Attorney is requested to provide services by the Assessor and/or the County.

6. Statement for Services Rendered

Attorney shall render monthly statements to the County for services rendered and costs incurred or advanced during the period of representation of Attorney. Such statements shall reasonably set forth the time spent by Attorney, a general statement of the work performed, and an itemization of costs incurred or advanced. Said statements shall be submitted to the Assessor for processing for payment and the Assessor shall take reasonable steps necessary to assure prompt payment of Attorney.

7. Records

Attorney shall keep accurate records of all time expended, the rates applicable to the time expended, and all costs incurred in the performance of this Agreement, and such records shall be subject to inspection and audit by the County at reasonable times. The parties acknowledge that Attorney's billing records contain privileged and confidential information concerning other clients of Attorney which is subject to the "Attorney-Client" privilege and is required to be kept in confidence by Attorney. In disclosing billing records in connection with any County audit, Attorney shall be entitled to withhold or mask any entry in the records provided for audit purposes which would relate to, identify or which would tend to identify any other client of Attorney, or which would disclose any work done for other clients of Attorney. This provision is intended by the parties to preserve the confidentiality of such other clients of Attorney and to prevent the exposure of Attorney and such other clients of Attorney to embarrassment, damage or loss.

8. Control of Board Proceedings

The Assessor shall have exclusive control of Attorney in providing legal services relating to matters before the Board or to which the Assessor is a party; provided, however, that Attorney shall determine the necessity of conducting discovery, investigation, research and preparation, including the nature and extent thereof, and the employment of experts so as to prepare adequately for the presentation of the Assessor's case. The final decision as to the assessment valuations and disposition of the proceedings shall be made by the Assessor. Neither the County Board of Supervisors nor the County Counsel shall have any control over Attorney in providing legal services to the Assessor under this Agreement.

9. Confidentiality

The Attorney's services, advice and representation shall be provided exclusively to the Assessor and/or the County, as the case may be; and all records, data, and information coming into Attorney's possession or knowledge from the County or the Assessor, his personnel or his appraisal consultants during the course of Attorney's performance of services hereunder, shall be maintained in strictest confidence, except as needed or required for case preparation or presentation, and shall not be disclosed or furnished to any person, firm, or agency without the express consent of the County or the Assessor, or upon the order of a court.

10. Termination

This Agreement may be terminated at any time by either party hereto upon the terminating party's giving ten (10) days' written notice of such termination to the other party; provided, however, that County shall not terminate this Agreement as to then pending proceedings without first notifying the Assessor of its intention nor until Attorney has had a reasonable opportunity to withdraw as counsel of record in all such then pending matters. In the event of termination by Attorney, the County and the Assessor shall be given sufficient notice to enable them to obtain the services of other counsel, and Attorney shall take appropriate steps to continue legal services to the Assessor and/or the County as required to protect their interests until the services of other counsel are obtained. Upon termination or Attorney's withdrawal as counsel pursuant to the provisions of this Paragraph 10, Attorney shall receive final payment for all services rendered and costs incurred upon presentation of final statements to the Assessor or the County.

11. Conflict of Interest

11.1 The Assessor and/or the County will outline to Attorney the matters involved in the Appeals, any related litigation and in other matters assigned to Attorney and will identify the parties, business entities and consulting firms associated therewith, and Attorney will determine whether there will be a conflict with the Assessor's and/or the County's interests in providing legal services for and on behalf of the Assessor and/or the County under this Agreement.

11.2 In the event a presently unknown and unavoidable conflict does arise during the course of Attorney's employment, Attorney shall so notify the Assessor and/or the County, as the case may require, and unless the Assessor and/or the County shall consent to the continued representation by Attorney, Attorney shall withdraw as counsel for Assessor and/or the County as to the specific matter involving the conflict.

11.3 During the term of this Agreement, Attorney agrees not to undertake additional representation on behalf of other clients which would place Attorney in a position adverse to the Assessor.

12. Independent Contractor Status

It is understood and agreed that Attorney is herewith retained in the capacity of an independent contractor practicing its profession and not as an officer, employee or agent of the County or

the Assessor; and that Attorney is acting as an independent contractor in the performance of any services, work, or duties to or for the Assessor and/or the County. Attorney shall not be entitled to participate in any pension plan, insurance plan, bonus, or other similar benefits which the Assessor or the County may provide to its employees.

13. Insurance and Indemnification

13.1 Attorney shall indemnify, hold harmless and defend the Assessor, the County, and its officers, agents and employees against any and all actions, claims, damages, losses or expenses, including reasonable attorney fees and costs, that may be asserted by any person or entity against the Assessor, the County or its officers, agents and employees for any injuries or other damages suffered by any such person or entity arising out of or in connection with any willful, deliberate or negligent act or omission of Attorney, its agents or employees, in the performance of its duties or obligations hereunder; but excluding liability resulting from any negligence or any willful or deliberate act, omission or misconduct of the Assessor, the County, or its officers, officials, agents, representatives and employees.

13.2 Attorney shall take out and maintain at all times during the life of this Agreement the following policies of insurance:

a. Worker's Compensation Insurance: To cover Attorney's employees as required by the Labor Code of the State of California for Attorney's employees.

b. Public Liability Insurance: Bodily injury and property damage insurance for all activities of Attorney, its employees, agents, and representatives, arising out of or in connection with this Agreement, written on a comprehensive general liability form including protective coverage, blanket contractual, complete operations, and employers' non-ownership liability coverage in an amount not less than One Million and no/100 Dollars (\$ 1,000,000.00) combined single limit bodily injury and property damage for each occurrence. Each such policy shall provide that Mono County be named as an additional insured for all liability arising out of operations by or on behalf of Attorney in the performance of this Agreement.

c. Documentation: The following documentation of insurance shall be submitted to the County upon its request:

- i. A certificate of insurance for Workers Compensation; and
- ii. Certificates of insurance for liability insurance.

14. Compliance with Applicable Laws

In the performance of services pursuant to the terms and provisions of this Agreement, Attorney shall comply with all applicable federal, state, county and municipal laws, regulations, rules and ordinances, including, but not limited to, the Workers' Compensation laws of the State of California, and all applicable Federal, State, and Local laws, rules and regulations relating to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap.

15. Expert Consultants

The Assessor and the County recognize that it may be necessary to engage the services of expert consultants at the expense of the County in the evaluation, preparation, handling and presentation of the Assessor's case, and County agrees to consider Attorney's reasonable recommendations in that regard. The County itself may contract for such consultants' services, or authorize Attorney to enter into agreements for such services, in which event Attorney will be reimbursed by the County for all fees, costs and expenses so incurred.

16. Cooperation of Assessor

16.1 The Assessor recognizes that it is essential for his office to cooperate fully with Attorney in connection with the preparation and presentation of the Assessor's case by Attorney. In connection therewith, Assessor agrees to provide any and all data, information and documentation reasonably requested by Attorney and, further, to provide adequate personnel from the Assessor's Office to assist Attorney in the evaluation, preparation, handling and presentation of the matters assigned to Attorney.

16.2 The Assessor and the County further acknowledge and agree that, without prior authorization of Attorney, neither the Assessor, his staff nor his appraisal consultants shall provide any applicant/taxpayer with information (oral or documentary) nor participate in discussions with applicant's'/taxpayers' representatives, attorneys and consultants except in the presence of or with the consent of Attorney. It is intended that this procedure will be in the best interests of the Assessor and the County in avoiding unnecessary misunderstandings and disputes over statements made outside of the proceedings and will allow Attorney to discharge its responsibilities as to the control of the proceedings in which the Assessor is adverse to the applicants/taxpayers.

17. Resolution of Billing and Payment Questions

In order to assist the parties in resolving any questions which may arise as the result of the presentation of any billing statement in this matter or to resolve any questions or problems with the payment of compensation on billing statements which are not disputed by the County, the County designates the Assessor, or his designee, as its contract administrator under this Agreement. Said contract administrator shall properly take all reasonable actions as may be necessary or appropriate to resolve any financial questions or disputes as may arise in the performance of this Agreement.

18. Assignment

Except as otherwise set forth herein, no party hereto shall assign or transfer any right, interest, duty or obligation under this Agreement without the written consent of the other; and no such assignment or transfer shall be of any force or effect, whatsoever, unless and until the other party shall have so consented.

19. Entire Agreement, Modification and Waivers

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations,

understandings, negotiations and discussions, whether oral or written, of the parties, including, among others, any and all prior Agreements For Special Legal Services entered into by and between the parties hereto; and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification, waiver, amendment or termination of this Agreement, or any provision thereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

20. Attorneys' Fees

In the event of any action for breach or to enforce the provisions hereof, the prevailing party of such action shall be awarded all costs of enforcement of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

21. Notices

Any notices required or desired to be given hereunder shall be in writing and shall be effected by personal delivery or by registered or certified mail, return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after deposit in the United States mail, postage prepaid and properly addressed. Mailed notices shall be addressed as set forth below, unless otherwise specified in a notice given pursuant to this Paragraph 22 as the address for the service of notice:

County: Barry Beck, Assessor
County of Mono
25 Bryant Street
Bridgeport, CA 93517

Attorney: Brett L. Price, Esq.
Norman Dowler LLP
840 County Square Drive
Third Floor
Ventura, CA 93003

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

COUNTY OF MONO

NORMAN DOWLER LLP &
LAW OFFICES OF BRETT L. PRICE

By _____
Chairman of the Mono County
Board of Supervisors

By  _____
Brett L. Price, Esq.

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By _____
County Counsel, County of Mono

By _____
Barry Beck,
Mono County Assessor



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

4/10/2015 2:25 PM	County Administrative Office	Yes
4/27/2015 3:28 PM	County Counsel	Yes
4/20/2015 9:42 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

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
4/28/2015 9:57 AM	County Administrative Office	Yes
4/28/2015 4:21 PM	County Counsel	Yes
4/29/2015 9:20 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference with Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
4/28/2015 9:57 AM	County Administrative Office	Yes
4/28/2015 4:22 PM	County Counsel	Yes
4/29/2015 9:18 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 5, 2015

Departments: Emergency Medical Services

TIME REQUIRED 25 minutes (10 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Rob DeForrest, EMS Manager

SUBJECT Board of Supervisors Ad Hoc
Emergency Medical Services
Committee

AGENDA DESCRIPTION:

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

The Board of Supervisors will discuss and potentially take action with respect to aspects of the recently formed Ad Hoc Emergency Medical Services Committee.

RECOMMENDED ACTION:

Approve the membership of the Ad Hoc Emergency Medical Services Committee, finalize the scope of work and give any further needed direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Rob DeForrest

PHONE/EMAIL: 760-924-1832 / rdeforrest@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 EMS Subcommittee](#)

History

Time	Who	Approval
4/28/2015 2:02 PM	County Administrative Office	Yes
4/28/2015 4:25 PM	County Counsel	Yes
4/29/2015 9:41 AM	Finance	Yes

COUNTY of MONO

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



April 28, 2015

TO: Honorable Board of Supervisors

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

SUBJECT: Board of Supervisors Ad Hoc Emergency Medical Services Committee

RECOMMENDED ACTION: The Board of Supervisors is requested to review and approve the proposed membership slate for the recently established Board of Supervisors Ad Hoc Emergency Medical Services Committee.

DISCUSSION: The Mono County Board of Supervisors recently voted to fund a \$225,326 midyear deficit in the Emergency Medical Services budget. They also established a Board of Supervisors Ad Hoc Emergency Medical Services Committee to study and recommend a high quality, county wide, fiscally sustainable EMS model.

The following members have been proposed, including a recommendation from each Board Member for a representative.

Tim Fesko, Board of Supervisors Chair, Chairperson

Lynda Salcido, Public Health/EMS Director, Vice Chair

Fred Stump, Board of Supervisors, Vice Chair

Dr. R. Johnson, County Health Officer

Robert DeForrest, Paramedic, EMS Manager

Leslie Chapman, Mono County Director of Finance

Frank Frievalt, Mammoth Lakes Fire Chief, representing Mono County Fire Chiefs

Bob Rooks, Retired Paramedic, former EMS Manager

One member representing the Paramedic Rescue Association

Jack Copeland – recommended by Larry Johnston

Ralph Lockart - recommended by Tim Alper

Rick Mitchell – recommended by Fred Stump

Dave Robbins – recommended by Tim Fesko

Recommendation by Stacy Corless

The staff members participating in this committee will be doing so as part of their regular assignments. Other members will be serving as volunteers.

Meetings will be held on the 1st and 3rd Thursdays of each month beginning on May 21, and concluding the work with a written recommendation to the Board of Supervisors within 6 months. All meetings are public meetings, subject to the Brown Act and duly noticed. The Clerk of the Board (or their designee) will create all Agendas and will be responsible for keeping all minutes.

FISCAL IMPACT: Staff cost is already budgeted. There is no additional cost at this time.

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