

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

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

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

#### Regular Meeting April 21, 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 - NONE

#### 3. RECOGNITIONS - NONE

#### 4. BOARD MEMBER REPORTS

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

#### 5. COUNTY ADMINISTRATIVE OFFICE

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

#### 6. DEPARTMENT/COMMISSION REPORTS

#### 7. CONSENT AGENDA

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

#### A. 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.

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

Fiscal Impact: There is no fiscal impact from adopting the Resolution.

#### B. California Arts Council JUMP Starts Grant

Departments: Probation

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

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

**Fiscal Impact:** Revenue to the Probation Department of \$50,000 and Expenditures of \$50,000 for Master Artists Mentoring Program, Summer Arts Program, July 4<sup>th</sup> Parade and Drama Program.

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.

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

Fiscal Impact: None.

# 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.

**Recommended 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. Provide any desired direction to staff.

**Fiscal Impact:** The funding sources for this position are out of the Road Fund (3 months) and Facilities (9 months).

Maintenance Worker II - The total cost for remainder of fiscal year 14/15 is \$6,076 and a full fiscal year is \$55,726 of which \$36,456 is salary. Maintenance Worker III - The total cost for remainder of fiscal year 14/15 is \$6,384 and a full fiscal year is \$57,574 of which \$38,304 is salary.

#### E. Property Tax Software Maintenance Agreement

Departments: Finance

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

**Recommended 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.

Fiscal Impact: Not to exceed \$120,000 for FY 2015-16.

#### 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.

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# 9. REGULAR AGENDA - MORNING

#### A. Public Land Issue Update

Departments: Clerk of the Board 15 minutes (5 minute presentation; 10 minute discussion)

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

Recommended Action: Receive Update. Informational only.

Fiscal Impact: None.

#### B. Town of Mammoth Lakes Informational Update

Departments: CAO, Board of Supervisors 15 minutes

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

**Recommended Action:** Receive informational presentation from Town of Mammoth Lakes Town Manager Dan Holler and other representative on Town activities. Provide any desired direction to staff.

Fiscal Impact: None.

#### C. Review of Local Emergencies

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(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.

**Recommended Action:** Continue or terminate the state of local emergencies.

#### D. Wheeler Crest Design Review Committee Membership Expansion

Departments: Community Development Department

10 minutes (5 minute presentation; 5 minute discussion)

(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.

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

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

# E. CAO Transition

Departments: CAO

30 minutes (10 minute presentation; 20 minute discussion)

(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.

Recommended Action: Provide any desired direction to staff.

Fiscal Impact: None.

#### 10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

#### 11. CLOSED SESSION

#### A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, 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 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- NONE ADJOURN



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2015

**Departments: Board of Supervisors** 

TIME REQUIRED

SUBJECT

Golden State Finance Authority JointAPowers Agreement AmendmentsB

PERSONS APPEARING BEFORE THE BOARD

# AGENDA DESCRIPTION:

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

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

#### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

#### FISCAL IMPACT:

There is no fiscal impact from adopting the Resolution.

#### CONTACT NAME:

PHONE/EMAIL: Jim Leddy / 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: Greg Norton, Golden State Finance Authority (GSFA).

#### MINUTE ORDER REQUESTED:

🗹 YES 🔲 NO

#### ATTACHMENTS:

#### Click to download

- GSFA JPA Cover Memo
- GSFA Resolution
- GSFA JPA in Track Changes
- GSFA JPA Clean Version
- GFSA Norton Request letter

History		
Time	Who	Approval
4/13/2015 12:55 PM	County Administrative Office	Yes
4/13/2015 4:48 PM	County Counsel	Yes
4/15/2015 9:50 AM	Finance	Yes



Jim Leddy County Administrative Officer 760.932.5414

To: Honorable Board of SupervisorsFrom: Jim Leddy, County AdministratorDate: March 30, 2015

Subject: Golden State Finance Authority Joint Powers Agreement (GSFA JPA) Amendment.

**Recommendation:** Adopt resolution approving requested changes to the GSFA JPA.

**Background:** On August 21<sup>st</sup>, Mono County received a request from the California Home Finance Authority to amend the Joint Powers Authority, of which Mono County is a party. The CHFA is a Finance organization established by the Rural County Representatives of California (RCRC). Mono County Board of Supervisors Chair Tim Fesko is Mono County's representative to this organization as it is a JPA created by RCRC. On October 7<sup>th</sup>, the Mono County Board adopted Resolution R14-56, agreeing to proposed changes to the Joint Powers Authority which included changing the organizations name to the Golden State Finance Authority.

On March 30, 2015, Mono County received an additional request for changes to the JPA which are requested to be acted upon by May 12, 2015.

The changes being requested to the JPA per Executive Director Norton's cover letter of March 18<sup>th</sup>, 2015 are as follows:

- Formal name change to Golden State Finance Authority;
- Amended and restated dates;
- Changing the number of members of the Executive Committee from nine (9) to no fewer than nine (9) and no more than eleven (11);
- Requiring the Chair and Vice Chair of the Authority shall serve on the Executive Committee; and,
- Changing the "such" to "other" in Section 7.h. for clarification.

Attached with this item for Board review is the Memo from Greg Norton, GSFA Executive Director, and a draft resolution, the current and proposed Joint Powers Agreements.

#### **Options:**

Pass the attached resolution endorsing the change in the JPA and direct staff to inform the GSFA.
 Not pass the resolution. Should 17 counties pass the JPA change, the change would still occur.

Staff is recommending Option 1).

**Fiscal Impact:** There is no fiscal impact from presenting this Resolution.

For questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov



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#### RESOLUTION NO. R15-\_\_\_\_\_ BOARD OF SUPERVISORS, COUNTY OF MONO APPROVING PROPOSED REVISIONS TO THE GOLDEN STATE FINANCE AUTHORIOTY (GSFA) JOINT POWERS AGREEMENT

WHEREAS, on March 18, 2015, the Board of Directors of California Home Finance Authority (pending formal name change to Golden State Finance Authority (GSFA)), a Joint Powers Authority of which Mono County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement, to formally change the name, modify the size of the Executive Committee and other matters; and

**WHEREAS,** the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

**WHEREAS**, the members of the Board of Supervisors of the County of Mono have each been provided with a copy of the revisions to the JPA Agreement for review;

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO as follows:

**1.** The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

**2.** The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.

**APPROVED AND ADOPTED** this 21<sup>ST</sup> day of APRIL, 2015, by the following vote of the Board of Supervisors, County of Mono:

18			
19	AYES NOES	:	
20	ABSENT ABSTAIN	:	
21			
22			TIMOTHY E. FESKO, CHAIRMAN BOARD OF SUPERVISORS
23			COUNTY OF MONO
24	ATTEST:		
25			APPROVED AS TO FORM:
26			
27	CLERK OF THE BO	JAKU	COUNTY COUNSEL
28			Page 1 of 1

# CALIFORNIA HOMEGOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated **December 10, 2014**)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014, January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers FundCalifornia Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

**1.** Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of

Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

**"Agreement"** means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means <u>Golden State Finance Authority (GSFA) formerly known as</u> California Home Finance Authority ("CHF"), <u>or formerly known as</u> CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the <u>nine\_to\_eleven\_member</u> Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity

incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

#### 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, -, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

#### 3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

#### 4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

#### 5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

#### 6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.-

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members or the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or premium, if any, or interest on the Bonds, nor shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall be pledged to the payment of the members or the Authority shall be pledged to the payment of the members or Associate Members or the Authority shall be pledged to the payment of the members or Associate Members or the Authority shall be pledged to the payment of the members or the Authority shall be pledged to the payment of the members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Bonds, nor shall the Members or Associate Members of the members of the Members of the Bonds of the Bonds, nor shall the Members or Associate Members of the Bonds of the Bonds, nor shall the Members or Associate Members of the Bonds of the Bonds of the Bonds of the Bo

Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

#### 7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

#### 8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

# 9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The

Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

#### 10. Executive Committee of the Authority

#### a. <u>Composition</u>

The Authority shall appoint <u>no fewer than</u> nine (9) <u>and no more than eleven (11)</u> members of its Board to serve on an Executive Committee. <u>The Chair and Vice Chair of the Authority shall serve on the Executive Committee.</u>

#### b. <u>Powers and Limitations</u>

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

#### c. <u>Quorum</u>

A majority of the Executive Committee shall constitute a quorum for transacting

business of the Executive Committee.

#### 11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

#### 12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

#### 13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

#### 14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

#### 15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The

minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### 16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### 17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the –fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

#### 18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

#### 19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

#### 20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

#### 20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals**. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the

Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment**. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

#### AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993 Amended and restated December 10, 1998 Amended and restated February 18, 1999 Amended and restated September 18, 2002 Amended and restated January 28, 2004 Amended and restated December 10, 2014 Amended and restated \_\_\_\_\_

# [SIGNATURES ON FOLLOWING PAGES]

# COUNTY OF ALPINE

Dated:\_\_\_\_\_

Name:

Title:

Attest:

By\_\_\_\_\_

Clerk of the Board of Supervisors

# [PLEASE SEND TO:

# COUNTY OF AMADOR

By:\_\_\_\_\_

Dated:\_\_\_\_\_

Name:

Title:

Attest:

By:\_\_\_\_\_ Clerk of the Board of Supervisors

# [PLEASE SEND TO:

California Home Finance Authority 1215 K Street, Suite 1650 Sacramento, CA 95814]

# COUNTY OF BUTTE

By:\_\_\_\_\_

Dated:\_\_\_\_\_

Name:

Title:

Attest:

By:\_\_\_\_\_\_ Clerk of the Board of Supervisors

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# COUNTY OF CALAVERAS

By:\_\_\_\_\_

Dated:\_\_\_\_\_

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Clerk of the Board of Supervisors

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Clerk of the Board of Supervisors

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# COUNTY OF EL DORADO

By:\_\_\_\_\_

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Clerk of the Board of Supervisors

# [PLEASE SEND TO:

California HomeGolden State Finance Authority 1215 K Street, Suite 1650 Sacramento, CA 95814] Dated:\_\_\_\_\_

# COUNTY OF GLENN

By:\_\_\_\_\_

Dated:\_\_\_\_\_

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Clerk of the Board of Supervisors

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# COUNTY OF HUMBOLDT

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Clerk of the Board of Supervisors

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Clerk of the Board of Supervisors

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# COUNTY OF MADERA

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Clerk of the Board of Supervisors

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# COUNTY OF MENDOCINO

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# COUNTY OF SAN BENITO

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Clerk of the Board of Supervisors

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# COUNTY OF SHASTA

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### COUNTY OF SIERRA

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# COUNTY OF SISKIYOU

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Clerk of the Board of Supervisors

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# COUNTY OF SUTTER

By:\_\_\_\_\_

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Clerk of the Board of Supervisors

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# COUNTY OF TEHAMA

By:\_\_\_\_\_

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Clerk of the Board of Supervisors

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# COUNTY OF TRINITY

By:\_\_\_\_\_

Dated:\_\_\_\_\_

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Attest:

Clerk of the Board of Supervisors

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### COUNTY OF TUOLUMNE

By:\_\_\_\_\_

Dated:\_\_\_\_\_

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Attest:

Clerk of the Board of Supervisors

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# COUNTY OF YOLO

By:\_\_\_\_\_

Dated:\_\_\_\_\_

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Attest:

Clerk of the Board of Supervisors

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# COUNTY OF YUBA

By:\_\_\_\_\_

Dated:\_\_\_\_\_

Name:

Title:

Attest:

Clerk of the Board of Supervisors

### [PLEASE SEND TO:

#### ATTACHMENT 1 CALIFORNIA HOMEGOLDEN STATE FINANCE AUTHORITY MEMBERS

#### As of December 10, 2014

Alpine County Amador County **Butte County Calaveras County** Colusa County Del Norte County El Dorado County **Glenn County** Humboldt County **Imperial County** Inyo County Lake County Lassen County Madera County Mariposa County Mendocino County Merced County Modoc County Mono County Napa County Nevada County **Placer County Plumas County** San Benito County Shasta County Sierra County Siskiyou County Sutter County Tehama County **Trinity County Tuolumne County** Yolo County Yuba County

#### GOLDEN STATE FINANCE AUTHORITY

# AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated\_\_\_\_\_)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014.

B. WHEREAS, the Members of California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

#### 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

#### 3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

#### 4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

#### 5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

#### 6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

The Authority shall have the power to finance the construction, acquisition, c. improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital. including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

located, including property subject to mortgage,

- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and g. obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

#### 7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

c. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

#### 8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

c. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

#### 9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

c. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

#### 10. Executive Committee of the Authority

a. <u>Composition</u>

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

#### b. <u>Powers and Limitations</u>

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

#### c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

#### 11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

#### 12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

#### 13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

#### 14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

#### 15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### 16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### 17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

#### 18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

#### 19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

#### 20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

#### 20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals**. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue**. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be

rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

#### AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993 Amended and restated December 10, 1998 Amended and restated February 18, 1999 Amended and restated September 18, 2002 Amended and restated January 28, 2004 Amended and restated December 10, 2014 Amended and restated \_\_\_\_\_

|SIGNATURES ON FOLLOWING PAGES|

#### ATTACHMENT 1 GOLDEN STATE FINANCE AUTHORITY MEMBERS

#### As of December 10, 2014

Alpine County Amador County **Butte County Calaveras** County Colusa County **Del Norte County** El Dorado County Glenn County Humboldt County **Imperial County** Inyo County Lake County Lassen County Madera County Mariposa County Mendocino County Merced County Modoc County Mono County Napa County Nevada County Placer County **Plumas** County San Benito County Shasta County Sierra County Siskiyou County Sutter County Tehama County **Trinity County Tuolumne County** Yolo County Yuba County



То:	Jim Leddy, County Administrative Officer
From:	Greg Norton Executive Director
Date: Re:	March 20, 2015 Golden State Finance Authority Joint Powers Authority Agreement

On March 18, 2015, the Board of Directors of the Golden State Finance Authority (GSFA) - formerly known as California Home Finance Authority (CHF) - a Joint Powers Authority of which Mono County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement. The JPA Agreement was last amended and restated December 10, 2014.

Following approval by the GSFA Board, the next step is for the revised Agreement to be provided to each Member County for review and approval by the Member County Board of Supervisors. <u>These revisions are new and in addition to the revisions recently adopted by Member Counties in 2014.</u>

We are requesting that Member Counties review and approve the proposed changes by adopting a resolution as well as signing the JPA Agreement in the next 60 days, with a targeted completion date of <u>May 12, 2015</u>. A sample resolution is attached to assist with your efforts. The Agreement revisions are deemed passed upon adoption of the revisions by a majority of the thirty-three (33) Member Counties.

Two copies of the Agreement are included to assist with the County's review and approval process. One version (dated December 10, 2014) includes the proposed revisions in track changes. The other is a clean copy of the proposed revised JPA Agreement. The primary specific revisions to the Agreement are as follows:

- Formal name change to Golden State Finance Authority (GSFA);
- Amended and restated dates;
- Changing the number of members of the Executive Committee from nine (9) to no fewer than nine (9) and no more than eleven (11);
- Require that the Chair and Vice Chair of the Authority shall serve on the Executive Committee; and,
- Changing the word "such" to "other" in Section 7. h. for clarification.

If you have any questions or would like to discuss the proposed revisions and/or the approval process, please contact me at 916-447-4806 or via email at gnorton@rcrcnet.org.

Thank you in advance for your efforts to have the Agreement reviewed and approved by the Board of Supervisors.

Sincerely,

Guy Nata

Greg Norton Executive Director GSFA

cc: Supervisor Tim Fesko, GSFA Board Delegate Kevin Cann, GSFA Chair, Supervisor Mariposa County Les Baugh, GSFA Vice Chair, Supervisor Shasta County

Attachments:

Sample Resolution Mono County Resolution and Signature Page from the previous JPA Proposed Revised JPA Agreement (revisions in track changes) Proposed Revised JPA Agreement (clean)



	CUFORNIA		
1			
2	RESOLUTION NO. R14- <u>56</u> BOARD OF SUPERVISORS, COUNTY OF MONO		
3	APPROVING PROPOSED REVISIONS TO THE CALIFORNIA HOME FINANCE AUTHORITY (CHF) JOINT POWERS AGREEMENT		
4	WHEREAS, on August 13, 2014, the Board of Directors of California Home		
5	Finance Authority (CHF), formerly known as CRHMFA Homebuyers Fund, a Joint Powers Authority of which Mono County is a member, voted unanimously to approve proposed		
6	revisions to the CHF Joint Powers Authority (JPA) Agreement, to bring the Agreement		
7	current and provide administrative clarity on various matters; and		
8	WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and		
10	WHEREAS, the members of the Board of Supervisors of the County of Mono have each been provided with a copy of the revisions to the JPA Agreement for review;		
11	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF		
12	THE COUNTY OF MONO, as follows:		
13	1. The Board of Supervisors hereby approves the revisions to the JPA		
14	Agreement, in substantially the form attached hereto as Exhibit A and incorporated herein by reference.		
15	2. The Board of Supervisors authorizes and directs the Clerk of the Board of		
16	Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.		
17	<b>APPROVED AND ADOPTED</b> this 7 <sup>th</sup> day of October, 2014, by the following vote of the Board of Supervisors, County of Mono:		
18			
19	AYES :Supervisors Alpers, Fesko, Hunt, Johnston and Stump. NOES :None.		
20	ABSENT :None.		
21	LARRY K. JOHNSTON, CHAIRMAN		
22	BOARD OF SUPERVISORS		
23	COUNTY OF MONO		
24	ATTEST: 12 A APPROVED AS TO FORM:		
25	Innon Kendall		
26	SHANNON KENDALL MARSHALL RUDOLPH SR. DEPUTY CLERK COUNTY COUNSEL		
27			
28	Page 1 of 1		

#### **COUNTY OF MONO**

Byg Name: [ JOHNSTAN RRY KY

Dated: 10 7 11

Title: SUPPRVISER

Allest: Clerk of the Board of Supervisors

PLEASE SEND TO:

California Home Finance Authority 1215 K Street, Suite 1650 Sacramento, CA 95814]

82671.00000\9083277.2



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2015

**Departments: Probation** 

TIME REQUIRED

SUBJECT

California Arts Council JUMP Starts

PERSONS APPEARING BEFORE THE BOARD

## AGENDA DESCRIPTION:

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

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

#### **RECOMMENDED ACTION:**

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

#### FISCAL IMPACT:

Revenue to the Probation Department of \$50,000 and Expenditures of \$50,000 for Master Artists Mentoring Program, Summer Arts Program, July 4<sup>th</sup> Parade and Drama Program.

#### 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:** 

#### MINUTE ORDER REQUESTED:

🗹 YES 🔲 NO

#### ATTACHMENTS:

Click to download

Staff Report

History

Time

4/13/2015 12:51 PM	County Administrative Office	Yes
4/13/2015 2:47 PM	County Counsel	Yes
4/9/2015 11:08 AM	Finance	Yes



# MONO COUNTY PROBATION DEPARTMENT

MALING : PO .Box 596, BRIDGEPORT, CALIFORN IA 93517

BRIDGEPORTOFFICE (760) 932-5570•FAX (760) 932-5571 MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731 probation@ m ono cagov

Stan Eller Presiding Judge Superior Court

Dr.Karin Humiston Chief Probation Officer

> To: Honorable Board of Supervisors From: Karin Humiston Date: April 2, 2015

<u>Subject</u> Mono County Probation Department seeking California Arts Council JUMP StArts Grant.

Recommendation

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

Discussion

Juvenile Justice partnership with the Mono Council for the Arts (MCA) to provide an arts youth program. Grant funds to be used to support arts programs for youth in Mono County.

Fiscal Impact

Revenue to the Probation Department of \$50,000 and Expenditures of \$50,000 for Master Artists Mentoring Program, Summer Arts Program, July 4<sup>th</sup> Parade and Drama Program.



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Appointment of Rick LaBorde and Reappointment of John Connolly to CSA #1 PERSONS APPEARING BEFORE THE BOARD

### AGENDA DESCRIPTION:

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

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.

### **RECOMMENDED ACTION:**

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

#### 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

Staff Report from CSA Board

Rick LaBorde letter of interest

#### History

Time	Who Approval	
4/13/2015 12:50 PM	County Administrative Office	Yes
4/13/2015 2:21 PM	County Counsel	Yes
4/15/2015 9:38 AM	Finance	Yes

# MONO COUNTY SERVICE AREA NO. 1 PO BOX 3861 MAMMOTH LAKES, CA 93546

TO: Honorable Board of Supervisors

FROM: Marianne O'Connor Secretary of the Board

DATE: March 18, 2015

#### Subject:

Appointment of Richard LaBorde to the Mono County Service Area No. 1 Board of Directors, to fill the vacancy created by the resignation of Lynda Salcido, with the term expiring 11/30/18. Reappointment of John Connolly with the term expiring 11/30/18.

#### Recommendation:

Approve the appointment of Richard LaBorde and reappointment of John Connolly

#### Discussion:

The CSA1 Board of Directors at their regular meeting held February 24, 2015 made and unanimously passed a motion to recommend Richard LaBorde for appointment to the CSA1 Board to fill the vacancy created by the resignation of Lynda Salcido. Supervisor Fred Stump was in attendance and endorsed the recommendation. Apparently the term for Lynda Salcido expired 11/30/14, along with the term for Director John Connolly. There has been no interest from any other parties to fill these Director positions. The appointments above will provide accurate term expirations for these two positions. The three other Director positions have terms expiring 11/30/16.

#### Fiscal Impact:

None

2/4/15

CSA 1 Board Attn: Kim McCarthy Crowley Lake

Kim,

I would like to express my interest as a board member of CSA 1. I have acquired some skills in my work with the Inyo National Forest over the past 30+ years in contracts and working with teams that should be of some interest. I have also accomplished many large projects over the years in our recreation program and managing large areas of wilderness for sustained ecological conditions for generations.

Some of my work involved assisting the radio techs in managing our radio repeater sites due to their remote locations in Wilderness. While I do not have radio technician skills I may have a connection that could either teach me or assist the CSA in this small objective.

I am interested in helping in any other way I can to help the CSA achieve their goals and work toward serving our community in the best way possible. As a reference you can contact and old friend and colleague Fred Stump.

I am still interested in assisting with the translators if as a board the decision is to fill this position with a different person. Please give me a call when you need some help.

Thank you for considering me for this opportunity to serve as an active member of our community.

/s/RickLaBorde

Rick LaBorde 395 Sierra Springs Dr. Crowley Lake, CA 93546 760-709-0346



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

**Departments: Public Works** 

TIME REQUIRED

SUBJECT

Hiring Freeze Variance -Maintenance Worker II-III Vacancy PERSONS APPEARING BEFORE THE BOARD

## AGENDA DESCRIPTION:

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

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.

#### **RECOMMENDED 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. Provide any desired direction to staff.

## FISCAL IMPACT:

The funding sources for this position are out of the Road Fund (3 months) and Facilities (9 months).

Maintenance Worker II - The total cost for remainder of fiscal year 14/15 is \$6,076 and a full fiscal year is \$55,726 of which \$36,456 is salary.

Maintenance Worker III - The total cost for remainder of fiscal year 14/15 is \$6,384 and a full fiscal year is \$57,574 of which \$38,304 is salary.

#### 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

#### History

Time	Who	Approval		
4/13/2015 12:51 PM	County Administrative Office	Yes		
4/13/2015 2:22 PM	County Counsel	Yes		
4/15/2015 9:41 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:** April 21, 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:** Hiring Freeze Variance Maintenance Worker II-III Vacancy

### **Recommended 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. This is a shared 9/3 position out of Bridgeport and Lee Vining. 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 sources for this position are 3 months out of the Road Fund and 9 months out of Facilities.

Maintenance Worker II - The total cost for remainder of fiscal year 14/15 is \$6,076 and a full fiscal year is \$55,726 of which \$36,456 is salary.

Maintenance Worker III - The total cost for remainder of fiscal year 14/15 is \$6,384 and a full fiscal year is \$57,574 of which \$38,304 is salary.

#### Discussion:

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 (PW) has followed the Mono County Public Employees MOU protocol to fill that vacancy.

This 9/3 position requires working for Facilities, out of Bridgeport, from March 21 through December 20 each year. The remainder of the year, from December 21 through March 20, this position works out of Lee Vining for Roads (Road Area 3).

Road Area 3 staff are responsible for maintaining over 171 miles of roadways in areas including Lee Vining, June Lake, and Mono City. This position is critical in ensuring day-today operations of road maintenance and snow removal in Road Area 3 as well as facilities maintenance and construction throughout Mono County. If this position is not filled it will require additional help from other road areas (when possible). One fewer Maintenance Worker directly results in slower response times and a reduction in level of service to constituents in Road and Facilities projects and maintenance.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

AWS

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



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

**Departments: Finance** 

TIME REQUIRED

SUBJECT

Property Tax Software Maintenance 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 and addendum with Megabyte Systems, Inc., for software maintenance and web services.

#### **RECOMMENDED 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.

#### **FISCAL IMPACT:**

Not to exceed \$120,000 for FY 2015-16.

#### CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / 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:

#### Click to download

- Staff Report
- Proposed contract
- Exhibit A
- Exhibit B
- Web Service

History			
Time	Who	Approval	
4/13/2015 12:56 PM	County Administrative Office	Yes	
4/14/2015 9:48 AM	County Counsel	Yes	
4/15/2015 9:26 AM	Finance	Yes	



# DEPARTMENT OF FINANCE COUNTY OF MONO

#### P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5490 • FAX (760) 932-5491

Vacant Assistant Finance Director Treasurer-Tax Collector Leslie L. Chapman, CPA Finance Director Roberta Reed Assistant Finance Director Auditor-Controller

**DATE:** April 7, 2015

**TO:** Honorable Board of Supervisors

**FROM:** Roberta Reed, Assistant Finance Director

**SUBJECT:** Property Tax Software Maintenance Contract

#### **RECOMMENDED ACTION:**

Approve contract and addendum with Megabyte Systems, Inc., for software maintenance and web services not to exceed \$120,000. Provide any desired direction to staff.

#### FISCAL IMPACT:

FY 2015-2016 \$120,000.

#### **DISCUSSION:**

This is the annual maintenance contract for the County's property tax administration software (\$115,553.12) and the addendum for web services that covers on-line payments and electronic access to tax information (\$5,273.72). These costs are split between the Assessor and the Finance Department. Approximately \$4,200 is added to the fiscal impact as a buffer should some specialized work be required, however no specialized work is anticipated at this time.

# AGREEMENT MPTS PROPERTY TAX SYSTEM MAINTENANCE

THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2015 and terminating June 30, 2016
by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE
SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,
hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

- 5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to 6 serve County in accordance with the terms and conditions set forth herein.
- Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
   provide the services described in Exhibit A.
- 9 3. <u>Price</u>. In consideration of Contractor's fulfillment of the promised work, County shall pay
   Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of
   this agreement, as deemed necessary by County, will be billable to County at Contractor's
   standard hourly rate subject to advance written approval of County. If on-site support is
   required, travel time and expenses will be charged in addition to the hourly rate for work
   on-site.
- Payments. County shall make payments of compensation hereunder monthly on submittal
   of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
   Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
   invoice. Invoices shall be submitted to:
- 19 Mono County Departmant of Finance
- 20 PO Box 556
- 21 Bridgeport, CA 93517
- The total sum of all payments made by the County to Contractor for services and work performed under this agreement shall not exceed \$<u>120,000.</u>
- 5. <u>Changes</u>. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in 30 Contractor completing all work and if so, the duration of such delay.

- 6. <u>County's Responsibility to Provide</u>. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).
- No Waiver by County. Inspection of the work by the County, or the statement by any 34 7. officer, agent, or employee of the County, prior to written acceptance of the work or any 35 36 part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any 37 combination of these acts, shall not relieve the Contractor of obligation to fulfill this 38 Contract as prescribed. Waiver of any provision of this Agreement by the County in any 39 single instance shall not prejudice County's right to enforcement of all provisions of this 40 41 Agreement in any other instance.
- 8. <u>Hold Harmless</u>. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

#### 9. <u>Patent or Copyright Infringement</u>.

47

- A. Contractor represents that the materials and products produced hereunder do not 48 violate others intellectual property rights (which include patent, copyright, trademark, 49 trade secret or other proprietary right.) In the event a claim, cause of action, 50 51 proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, 52 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no 53 cost, whatsoever, to County, including, but not by way of limitation, legal fees, 54 55 disbursements, judgments, or the like. Contractor shall protect, defend and 56 indemnify and hold County harmless, subject only to County giving Contractor 57 prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to 58 documents and materials required in the defense of any such cause of action. 59
- 60B.Should the materials and/or products in Contractor's opinion, be likely or become the61subject of a claim of infringement of a patent, copyright or trademark, Contractor62may do any of the following: (1) obtain a legally binding right for County to use, at

no cost to County, the material and/or product; (2) replace or modify the material
and/or product so that it is non-infringing yet still complies with the RFP and the
Contract specifications; (3) repurchase the material and/or product by refunding all
moneys paid by County to Contractor for the material and/or product less
depreciation and reasonable costs for use and such other amounts as are mutually
agreeable to County and Contractor.

- 10. <u>Title to Work</u>. Upon termination of this agreement for any reason title to, ownership of,
   and all applicable patents, copyrights and trade secrets in the MPTS2000+/MPTS2010+
   software, shall remain with the contractor as owner/holder of such patents, copyrights,
   and trade secrets, who shall retain complete rights to market such product, and no such
   rights shall pass to County. However, County shall receive, at no additional cost, a
   perpetual license to use such products for its own use.
- 11. Source Code. Contractor shall place source code for the licensed software and any
   changes thereto, into a software escrow account. County shall have access to the source
   code in the event Contractor fails to fulfill its maintenance and support obligations, or in
   the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
   shall be able to use the source code according to the terms of this agreement, and must
   also be permitted to modify the code for its own use consistent with this agreement.
- 12. <u>Insurance</u>. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:
- 84A.Full Workmen's Compensation and Employer's Liability Insurance covering all85employees of Contractor as required by law in the State of California.
- B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
   (Bodily Injury and Property Damage) of not less than One Million Dollars
   (\$1,000,000) combined single limit per occurrence (claim made).
- C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
   on owned, hired, leased and non owned vehicles used in conjunction with
   Contractor's business of not less than Three Hundred Thousand (\$300,000)
   combined single limit per occurrence (claim made).
- 9313.Proof of Insurance.Simultaneous with the execution of this Agreement, proof of the94aforementioned insurance shall be furnished by the Contractor to the County by

95 96 certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

- 9714.Insurance in Force and Effect During Contract Period. The insurance specified above98shall be in a form and placed with an insurance company or companies satisfactory to99County, and shall be kept in force and effect until completion to the satisfaction and100acceptance by County of all work to be performed by the Contractor under this101Agreement.
- 10215.Confidentiality.Confidential information is defined as all information disclosed to103Contractor which relates to the County's past, present, and future activities, as well as104activities under this Contract.Contractor will hold all such information in trust and105confidence.Upon cancellation or expiration of this Agreement, Contractor will return to106County all written and descriptive matter which contains any such confidential107information.
- 16. Independent Contractor. Contractor shall perform this contract as an independent 108 contractor for all purposes. Contractor is not, and shall not be deemed, a County 109 employee for any purpose, including worker's compensation. Contractor shall, at 110 Contractor's own risk and expense, determine the method and manner by which the 111 112 duties imposed on Contractor by this contract shall be performed; provided that County 113 may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. 114 Contractor, not County, shall be responsible for Contractor's negligence and that of 115 Contractor's agents and employees in performing the work. Contractor shall be entitled 116 117 to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including 118 but not limited to amounts required to be withheld for state and federal taxes. Contractor 119 alone shall be responsible for all such payments. 120
- 12117.Termination.The County or Contractor may terminate this agreement with 60 days122written notices.
- 123 18. <u>Notices</u>. All notices provided for by this Agreement shall be in writing and may be 124 delivered by deposit in the First Class United States mail, by certified, or by registered 125 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall 126 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, 127 California 95677. Notices to the County shall be addressed Mono County Finance

128	Director. PO Box 556. Bridgeport, CA 93517. Effective date of all notices shall per	mit a
129	minimum of five (5) days for transit in the mails.	
130		
131		
132	COUNTY OF MONO, a political subdivision o	of the
133	State of California	
134		
135		
136	Ву	
137		
138		
139	Dated:	
140		
141		
142	CONTRACTOR: Megabyte Systems, Inc	
143		
144		
145	Ву	
146	President	
147	"CONTRACTOR"	
148		
149	Dated:	

## **EXHIBIT A**

## SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Megabyte website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
  - Megabyte will review for consistency and set up completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.
- Several significant enhancements will be made to the system at no additional charge as follows:
  - Workflow for Assessor.
  - Appraisal Suite for Assessor.
  - Direct sale enrollment for certain property transfers.
  - Trees & vines data capture and assessment.
  - Cashiering for Tax Collector with upgrade to Heartland
  - Document Imaging for Auditor / Tax Collector (already completed and installed)

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

### SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## EXHIBIT B

## PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2015 – 6/30/2016	MPTS Property Tax System Maintenance/Support	\$9,212.76

## COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

#### \$150.00 per hour

2. On-site support, with a four-hour minimum, including time in transit.

#### \$150.00 per hour

3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

#### ADDENDUM TO AGREEMENT FOR MEGABYTE PROPERTY TAX SYSTEM MAINTENANCE DATED JULY 1, 2015

#### MEGABTYE SYSTEMS, INC MPTS WEB SERVICES

This MPTS Web Services Agreement is by and between the County of Mono, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California, 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

- 1. This Agreement is considered to be an addendum to the existing Agreement for Property Tax System Maintenance dated July 1, 2015 in effect between County and Contractor.
- <u>Grant of License</u>. Contractor hereby grants to County a personal, non-transferable and nonexclusive license to use the Tax Collector Public Version and the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

- 3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
- 4. <u>Term</u>. The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.
- 5. <u>Services to be provided</u>. Contractor shall provide the following MTPS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry Current Assessment Roll information only.
- Tax Collector Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name only appears, not address.
- Prior Year (previous year only) Taxbill Online accessed through the Public Tax Collector site (additional annual charge of \$269.22 included in price below)
- 6. <u>Price</u>. The annual charge for the MPTS Web Services described above is \$5,273.72. If on-site support is required travel time and expenses will be billable to County at the Contractor rate provided in the Agreement.

- 7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of 128K).
- 8. <u>Termination</u>. County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

County of Mono

Contractor: Megabyte Systems, Inc

President

Dated:

Dated: \_\_\_\_\_



#### FY-2015/2016 MPTS Maintenance Rates

01/20/15

#### **Mono County:**

The following rates are effective from July 1, 2015 thru June 30, 2016. These rates reflect an increase of 0.8%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2014.

FY-2015/2016 Rates		
MPTS Property Tax System Maintenance	\$ 9,212.76 per month	

	<ul><li>\$ 5,004.50 annual charge</li><li>\$ 269.22 annual charge</li></ul>
- 1	



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT

Application for ABC License for Mono Inn BC

PERSONS APPEARING BEFORE THE BOARD

#### AGENDA DESCRIPTION:

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

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

ATTA	CHM	ENTS:
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Click to download

Application for ABC license

History		
Time	Who	Approval
4/13/2015 9:43 AM	Clerk of the Board	Yes

ABC 211 (6/99)		
TO:Department of Alcoholic Beverag 4800 STOCKDALE HWY STE 213 BAKERSFIELD, CA 93309 (661) 395-2731	ge Control	File Number: 556164 Receipt Number: 2287156 Geographical Code: 2600 Copies Mailed Date: April 6, 2015 Issued Date:
DISTRICT SERVING LOCATION:	BAKERSFIELD	APR 1 3 2015
First Owner: Name of Business:	HERGERT, LONN MONO INN THE	OFFICE OF THE CLERK
Location of Business:	55620 HWY 395 LEE VINING, CA	
County: Is Premise inside city limits? Mailing Address: (If different from premises address)	MONO No PO BOX 146 55620 LEE VINING, CA	
Type of license(s): 41		
Transferor's license/name: 507992 /	AGUILAR, MARI	O Dropping Partner: Yes No

100001010101000000000000000000000000000	····· · · · · · · · · · · · · · · · ·					
License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
41 - On-Sale Beer And Wine		NA	Y	0	04/06/15	\$350.00
	PERSON-TO-PERSON TRANSFER	NA	Y	0	04/06/15	\$150.00
NA	FEDERAL FINGERPRINTS	NA	N	1	04/06/15	\$24.00
NA	ISSUE TEMPORARY PERMIT	NA	N	1	04/06/15	\$100.00
NA	STATE FINGERPRINTS	NA	N	1	04/06/15	\$39.00
					Total	\$663.00

Have you ever been convicted of a felony? No

Department of Alcoholic Beverage Control

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)** 

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

#### STATE OF CALIFORNIA County of MONO

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s) See 211 Signature Page

Date:

April 6, 2015

#### HERGERT, LONNA MICHELLE

State of California



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

Departments: Clerk of the Board

TIME REQUIRED	15 minutes (5 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE	
SUBJECT	Public Land Issue Update	BOARD	

Ken Brown

## AGENDA DESCRIPTION:

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

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.

#### **RECOMMENDED ACTION:**

Receive Update. Informational only.

#### **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

- Cover Memo
- WCA Agenda
- PILT
- Secure Schools Info
- SRS Spreadsheet

Geothermal

Other Issues

# History

Time	Who	Approval
4/13/2015 12:52 PM	County Administrative Office	Yes
4/13/2015 2:22 PM	County Counsel	Yes
4/15/2015 9:37 AM	Finance	Yes



# Western Counties Alliance

Date: April 2, 2015To: Honorable Board of SupervisorsFrom: Western Counties Alliance, Kenneth Brown

My name is Ken Brown. I am the Executive Director for Western Counties Alliance. Western Counties Alliance (WCA) is a non-profit organization established for the purpose of giving western counties greater influence on federal policies in support of well managed multiple use of the public lands and natural resources. Additionally, Western Counties Alliance supports a strong economic development process and a reasonable sensible environmental protection.

I would like to make a brief Public Lands Update at your Board of Supervisors meeting on April 21, 2015 at 10:00 a.m. The presentation will take approximately 15 minutes. It will be informational only and will not require financial impact from Mono County.



# Western Counties Alliance

# AGENDA

- 1. PILT
- 2. SRS
- 3. Wild Horse Burro
- 4. Public Land Transfer
- 5. Geothermal
- 6. Sage Grouse
- 7. Other Issues

Subject: Re: PILT

Date: Monday, February 2, 2015 at 11:19:07 AM Mountain Standard Time

From: Brown, Ryan

To: Kenneth Brown

Ken,

The following legislation provided funding for PILT in Fiscal Year 2015.

#### The National Defense Authorization Act for Fiscal Year 2015

Sec. 3096. Payments in Lieu of Taxes.

For payments in lieu of taxes under chapter 69 of title 31, United States Code, which shall be available without further appropriation to the Secretary of the Interior -

(1) \$33,000,000 for fiscal year 2015; and

(2) \$37,000,000 to be available for obligation and payment beginning on October 1, 2015.

Funds available for obligation and payment under paragraph (2) shall be paid in October 2015.

#### The Consolidated and Further Continuing Appropriations Act, 2015 (P.L. 113-235)

Sec. 11. Payments in Lieu of taxes.

(a) For payments in lieu of taxes under chapter 69 of title 31, United States Code, for fiscal year 2015, \$372,000,000 shall be available to the Secretary of Interior.

(b) The amount available in subsection (a) shall be in addition to amounts made available for payments in lieu of taxes by the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015.

In summary, a total of \$405,000,000 is available to be paid before July 1, 2015, comprising of \$33,000,000 from the NDAA and \$372,000,000 from the CRomnibus. The additional \$37,000,000 is available on October 1, 2015.

If you have any further questions, please give me a call.

Best,

Ryan D. Brown Budget Analyst Division of Budget Administration 202.208.3078 Main Interior Building Room 7420 1849 C Street NW Washington, DC 20240

# SECURE RURAL SCHOOLS STATUS SUMMARY-FOREST SERVICE Western Counties Alliance and National Association of Counties Legislative Conference

#### February 20, 2015

#### **Background:**

The Secure Rural Schools (SRS) program expired on September 30, 2014. The program was not reauthorized by Congress and the lack of reauthorization will have significant impacts to the States and counties that participated in the program.

- The FY 2016 President's Budget proposes a mandatory reauthorization and a four-year phase-out through 2019 of the Secure Rural Schools (SRS) Act starting in FY 2015 with \$279 million from mandatory sources. The FY 2016 President's Budget proposes funding through mandatory appropriations supplemented by funds from the Treasury. The budget provides for multiple programs that will increase opportunities for economic development while improving forest health.
- Because the SRS Act has not been reauthorized, the 1908 Act requiring 25-percent payments will govern the distribution of payments to States in FY 2015.
  - The 25-percent payments will be made based on a 7-year rolling average of receipts from national forests located in the State. Payments may be used only for the benefit of public schools and public roads.
  - A county will no longer be able to make an election to allocate a percentage of its distribution of the State formula payment for Title II (conservation work on national forests), or Title III (county projects for Firewise programs, emergency services, or community wildfire protection plans).
  - The 25-percent payments to States made under the 1908 Act are subject to sequestration and reduced by 7.3 percent.
  - Sequestration under section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985 (2 U.S.C. § 901a) applies to all "budget authority". The 1908 Act (16 U.S.C. § 500), is a law other than an appropriations act that makes funds available for obligation and expenditure for certain purposes and thus constitutes budget authority in the form of direct spending.
- The estimated total amount of all 25-percent payments to all eligible States (after sequestration) will be \$50 million, compared to \$300 million available for the entire SRS program in FY 2014, an 83 percent reduction in the overall program.

#### Additional Background:

- The Forest Service will be able to process payments in mid-February.
- SRS 2014 payment information by State and 2015 1908 Act payment information by State are listed in the following table.

FY 2015 Payments to States Under the 1908 Act, as amended.

STATE	State 25% 7-year Rolling Average Total	Sequester 7.3%	*2015 Payment (1908 Act)	2014 SRS Payments (Titles I, II, and III)	
Alabama	\$635,446	\$46,388	\$589,058	¢1 707 044	
Alaska	\$577,311	\$42,144	\$535,167	\$1,787,311	
Arizona	\$1,447,602	\$105,675	\$1,341,927	\$14,244,726	
Arkansas	\$3,197,704	\$233,432		\$14,920,201	
California	\$9,368,547	\$683,904	\$2,964,271	\$7,629,409	
Colorado	\$5,454,208		\$8,684,643	\$35,619,493	
Florida	\$782,712	\$398,157	\$5,056,051	\$13,399,187	
Georgia	\$183,373	\$57,138	\$725,574	\$2,451,630	
Idaho		\$13,386	\$169,987	\$1,454,308	
Illinois	\$2,191,628	\$159,989	\$2,031,639	\$28,312,943	
Indiana	\$248,679	\$18,154	\$230,525	\$263,427	
Kentucky	\$38,213	\$2,790	\$35,424	\$252,237	
Louisiana	\$121,271	\$8,853	\$112,419	\$1,764,442	
	\$1,297,218	\$94,697	\$1,202,521	\$1,915,439	
Maine	\$33,030	\$2,411	\$30,619	\$67,166	
Michigan	\$2,465,450	\$179,978	\$2,285,472	\$3,847,718	
Minnesota	\$1,208,000	\$88,184	\$1,119,816	\$2,429,801	
Mississippi	\$1,213,727	\$88,602	\$1,125,125	\$5,713,570	
Missouri	\$927,687	\$67,721	\$859,966	\$3,332,479	
Montana	\$2,230,173	\$162,803	\$2,067,371	\$21,342,884	
Nebraska	\$22,958	\$1,676	\$21,282	\$193,089	
Nevada	\$436,733	\$31,882	\$404,852	\$4,015,098	
New Hampshire	\$398,769	\$29,110	\$369,659	\$500,716	
New Mexico	\$715,023	\$52,197	\$662,826	\$10,449,928	
New York	\$2,105	\$154	\$1,951	\$17,776	
North Carolina	\$520,057	\$37,964	\$482,093	\$1,800,539	
North Dakota	\$63	\$5	\$58	\$381	
Ohio	\$67,860	\$4,954	\$62,906	\$258,815	
Oklahoma	\$488,102	\$35,631	\$452,470	\$1,076,358	
Oregon	\$6,353,899	\$463,835	\$5,890,065	\$67,871,382	
Pennsylvania	\$1,949,252	\$142,295	\$1,806,957	\$2,953,063	
Puerto Rico	\$45,068	\$3,290	\$41,778	\$141,185	
South Carolina	\$1,239,834	\$90,508	\$1,149,326	\$1,807,757	
South Dakota	\$963,381	\$70,327	\$893,054	\$1,776,734	
Tennessee	\$160,957	\$11,750	\$149,207		
Texas	\$646,644	\$47,205	\$599,439	\$1,157,176	
Utah	\$1,028,770	\$75,100	\$953,670	\$2,485,335	
Vermont	\$186,993	\$13,650		\$10,935,246	
/irginia	\$304,501	\$22,229	\$173,343 \$282,272	\$317,063	
Nashington	\$2,305,481	\$168,300		\$1,576,594	
Nest Virginia	\$304,975	\$22,263	\$2,137,181	\$21,549,496	
Nisconsin	\$1,235,973		\$282,712	\$1,967,440	
Nyoming	\$1,357,271	\$90,226	\$1,145,747	\$1,920,670	
Total	\$54,356,648	\$99,081 <b>\$3,968,035</b>	\$1,258,190	\$4,528,376	

\*Note: The FY 2015 payments do not include Special Act payments to Arkansas (\$6,124), Minnesota (\$5,701,050), and Washington (\$2,470).

Page 2 of 2

#### 1908 Act, 16 U.S.C. 500, Projected FY2014 Forest Service Payments to States, Updated: January 25, 2015

_		(Doco not morad	e payments for Oak		by Bureau of Land	Mangement in Ore	gon.)	
	ALL COUNTY AM	OUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	AL ONLY.
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
۹L	Bibb	\$56,330.55						
۹L	Calhoun	\$21,722.60						
٩L	Cherokee	\$2,094.96						
۹L	Chilton	\$21,309.95						
۹L	Clay	\$61,286.03						
۹L	Cleburne	\$90,980.75						
۹L	Covington	\$86,516.66						
۹L	Dallas	\$1,974.93						
۹L	Escambia	\$46,236.94						
AL .	Franklin	\$796.33						ļ
AL .	Hale	\$26,214.35						ļ
AL .	Lawrence	\$56,716.76						
4L	Macon	\$23,884.01						
	Perry	\$30,311.62						
AL AL	Talladega	\$42,886.06						
	Tuscaloosa Winston	\$9,951.33 \$56,232.10						
AL AL	winston	\$50,232.10	\$635,445.93	\$46,387.55	\$589,058.38			-
AL AK	Anchorage	\$2,836.26	\$635,445.93	\$40,387.00	\$089,008.38			-
AK AK	Haines	\$2,836.26						-
۹K ۹K	Juneau	\$45,723.93						
AK	Kenai Penin	\$45,725.95						
AK	Kodiak Is.	\$70.16						
AK AK	Ktn. Gateway	\$95,410.39						
AK	Matanuska-Su	\$9,762.25						
۹K	Petersburg	\$41,399.37						
۹K	Sitka	\$51,686.31						
۹K	Skagway	\$2,782.83						
٩K	Unorganized	\$196,142.18						
٩K	Wrangell	\$49,970.93						
٩K	Yakutat	\$38,336.35						
٩K			\$577,310.99	\$42,143.70	\$535,167.29			
٩Z	Apache	\$30,252.93						
٩Z	Cochise	\$67,502.21						
٩Z	Coconino	\$361,321.54						T
٩Z	Gila	\$268,265.36						
٩Z	Graham	\$53,905.23						
٩Z	Greenlee	\$44,204.28						
٩Z	Maricopa	\$103,538.02						
٩Z	Mohave	\$478.69						
٩Z	Navajo	\$41,485.31						
٩Z	Pima	\$51,261.73						
٩Z	Pinal	\$34,517.66						
٩Z	Santa Cruz	\$57,744.56						ļ
٩Z	Yavapai	\$333,124.06						ļ
٩Z			\$1,447,601.58	\$105,674.92	\$1,341,926.66			
٩R	Ashley	\$2,309.81						ļ
٩R	Baxter	\$63,127.39						ļ
١R	Benton	\$8,453.62						
١R	Conway	\$6,932.16						
AR AR	Crawford	\$85,687.00						

1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014. (Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)										
	ALL COUNTY AN	IOUNTS ARE PRIOR T	O SEQUESTER CAI	CULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TOT	AL ONLY.		
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)		
٩R	Garland	\$166,085.56								
٩R	Hot Spring	\$442.66								
٩R	Howard	\$2,110.57								
٩R	Johnson	\$182,248.37								
٩R	Lee	\$42,821.98								
AR	Logan	\$95,038.71								
٩R	Madison	\$48,639.93								
٩R	Marion	\$3,342.12								
٩R	Montgomery	\$462,926.09								
٩R	Newton	\$197,062.15								
٩R	Perry	\$136,534.21								
٩R	Phillips	\$41,031.87								
٩R	Pike	\$18,485.63								
AR	Polk	\$283,757.51								
٩R	Pope	\$191,580.81								
AR	Saline	\$81,234.71								
٩R	Scott	\$508,690.44								
AR	Searcy	\$32,084.63								
AR	Sebastian	\$26,075.24								
AR	Stone	\$61,210.84								
٩R	Van Buren	\$32,164.22								
AR	Washington	\$22,072.92								
AR	Yell	\$291,109.49								
AR			\$3,197,703.52	\$233,432.36	\$2,964,271.16	\$6,606.46	\$482.27	\$6,124.1		
CA	Alpine	\$184,751.24	<b>*</b> •,•••,••••=	+===;=====	+=,•••.,=	+=,====		<i>ttttttttttttt</i>		
CA	Amador	\$124,181.88								
CA	Butte	\$53,341.72								
CA	Calaveras	\$48,836.72								
CA	Colusa	\$3,795.78								
CA	Del Norte	\$37,427.10								
CA	El Dorado	\$794,786.60								
CA	Fresno	\$421,901.57								
CA	Glenn	\$11,939.28								
CA	Humboldt	\$24,835.79								
CA	Inyo	\$458,567.37								
CA	Kern	\$56,247.49								
CA	Lake	\$14,728.50								
CA	Lassen	\$215,838.23								
CA	Los Angeles	\$1,480,189.45								
CA	Madera	\$200,696.35								
CA	Mariposa	\$200,696.33								
CA	Mendocino	\$90,273.49 \$10,253.03								
CA	Modoc	\$10,253.05								
CA	Mono	\$87,386.06								
JA CA	Monterey	\$514,595.11 \$35,836.71				-				
CA			<u> </u>					ļ		
	Nevada	\$86,351.13								
CA	Orange	\$123,166.54								
CA	Placer	\$226,119.98								
CA	Plumas	\$429,139.04								
CA	Riverside	\$341,518.82				-				
CA	San Bernardino	\$403,789.50								

(Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)           ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.										
	ALL COUNTY AM	OUNTS ARE PRIOR T	O SEQUESTER CA	CULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	TAL ONLY.		
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net o Sequester)		
CA	San Luis Obispo	\$21,882.41								
CA	Santa Barbara	\$72,423.12								
CA	Shasta	\$392,900.71								
CA	Sierra	\$192,155.98								
CA	Siskiyou	\$579,140.91								
CA	Tehama	\$98,109.44								
CA	Trinity	\$215,464.24								
CA	Tulare	\$219,592.22								
CA	Tuolumne	\$375,455.93								
CA	Ventura	\$67,691.04								
CA	Yuba	\$17,991.43			<b>A</b> O 001 010 17					
CA	A1	A0.0.0 -0 -0	\$9,368,547.44	\$683,903.96	\$8,684,643.48					
00	Alamosa	\$2,048.53								
0	Archuleta	\$41,043.64								
00 00	Boulder Chaffee	\$12,653.34 \$46,842.15								
20	Clear Creek	\$40,042.15								
20	Conejos	\$27,481.59								
20	Costilla	\$51.21								
20	Custer	\$16,685.10								
20	Delta	\$36,413.30								
20	Dolores	\$32,088.80								
20	Douglas	\$26,000.42								
00	Eagle	\$598,728.03								
CO	El Paso	\$18,170.05								
20	Fremont	\$10,267.61						1		
00	Garfield	\$488,957.11								
00	Gilpin	\$27,564.00								
CO	Grand	\$1,026,888.56								
00	Gunnison	\$207,827.42								
0	Hinsdale	\$62,279.12								
0	Huerfano	\$14,574.44								
0	Jackson	\$86,809.10								
0	Jefferson	\$22,658.71								
0	La Plata	\$37,014.92								
20	Lake	\$18,462.66								
0	Larimer	\$59,430.57								
0	Las Animas	\$2,292.68								
0	Mesa	\$196,119.18								
00	Mineral Moffat	\$48,366.50								
20	Moffat Montezuma	\$12,694.11 \$24,729.63								
20	Montrose	\$24,729.63 \$62,662.74								
20	Ouray	\$02,002.74 \$27,055.75								
20	Park	\$27,055.75 \$127,336.55						+		
20	Pitkin	\$496,550.81								
20	Pueblo	\$3,372.24						+		
20	Rio Blanco	\$274,584.25						1		
20	Rio Grande	\$25,459.77								
20	Routt	\$152,082.56						1		
20	Saguache	\$93,369.87						1		
:0	San Juan	\$17,033.44						1		

CO         S           CO         1           CO         1           FL         8           FL         8           FL         8           FL         0           FL         0           FL         0           FL         0           FL         0           FL         6	ALL COUNTY AM	OUNTS ARE PRIOR T County Share of State Total		CULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	AL ONLY.								
t         a           t         e           CO         §           CO         §           CO         1           CO         1           CO         1           FL         E           FL         E           FL         0           FL         0           FL         0           FL         0	San Miguel	Share of State	State Total prior to		ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.											
CO         S           CO         1           CO         1           FL         B           FL         B           FL         B           FL         Q		TOTAL	Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)								
CO         1           CO         FL         E           FL         E         FL         E           FL         Q         G         G           FL         Q         G         G         G           FL         Q         G         G         G         G           FL         Q         G	Summit	\$35,986.16														
CO FL E FL E FL G FL ( FL F		\$598,652.01														
FL E FL E FL C FL C FL F	Teller	\$22,851.20														
FL E FL E FL ( FL ( FL F			\$5,454,208.01	\$398,157.18	\$5,056,050.83											
FL E FL ( FL ( FL F	Baker	\$120,080.33														
FL ( FL ( FL F	Bay	\$123.73														
FL ( FL f	Bradford	\$28.04														
FL F	Calhoun	\$55.84														
	Columbia	\$103,956.55														
FL H	Franklin	\$8,536.29														
	Hamilton	\$462.79														
	Lake	\$75,348.94														
FL L	Leon	\$39,704.19														
FL L	Liberty	\$102,053.95														
FL N	Marion	\$245,851.34														
	Okaloosa	\$10.24						1								
FL F	Putnam	\$21,125.15						1								
	Santa Rosa	\$6.62						1								
	Seminole	\$435.80						1								
	Wakulla	\$64,918.78														
FL ۱	Walton	\$13.66														
FL			\$782,712.24	\$57,137.99	\$725,574.25											
	Banks	\$90.34		1. 1												
	Butts	\$9.68														
	Catoosa	\$1.07														
	Chattooga	\$2,206.79														
	Clarke	\$0.00														
-	Dawson	\$778.88														
	Fannin	\$12,043.69														
	Floyd	\$754.44						1								
	Gilmer	\$6,314.79														
	Gordon	\$918.30						1								
	Greene	\$22,370.40						1								
	Habersham	\$4,475.55						+								
	Jasper	\$25,573.81						1								
	Jones	\$14,238.10						+								
	Lumpkin	\$6,531.86						+								
	Monroe	\$210.78						+								
	Morgan	\$348.48						+								
	Murray	\$5,906.83						+								
	Oconee	\$5,900.83						+								
	Oglethorpe	\$133.09						+								
	Putnam	\$3,201.24 \$31,805.70						+								
	Rabun	\$31,805.70 \$16,931.78						+								
	Rabun Stephens	\$16,931.78 \$2,672.81						+								
	Towns	\$6,536.12						+								
	Union	\$11,140.18						+								
	Walker	\$2,149.47						+								
	White	\$4,695.00				-		───								
	Whitfield	\$1,333.69	6400 0 <b>7</b> 0	<i></i>	A400 000			<b> </b>								
GA ID /	Ada	\$360.53	\$183,372.87	\$13,386.22	\$169,986.65	-		───								

1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014. (Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.) ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.										
	ALL COUNTY AM	OUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	TAL ONLY.		
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net o Sequester)		
D	Adams	\$32,112.84								
D	Bannock	\$13,559.64								
D	Bear Lake	\$65,607.13								
D	Benewah	\$12,552.20								
D	Blaine	\$82,135.35								
D	Boise	\$78,074.34								
D	Bonner	\$202,400.96								
D	Bonneville	\$48,525.91								
D	Boundary	\$220,414.86								
D D	Butte	\$7,552.75								
D	Camas Caribou	\$54,162.55 \$49,528.94								
D	Canbou Cassia	\$49,528.94 \$65,337.46								
D	Clark	\$05,337.40								
D	Clearwater	\$56,388.89								
D	Custer	\$74,121.15								
D	Elmore	\$82,703.09								
D	Franklin	\$44,599.34								
D	Fremont	\$40,390.40								
D	Gem	\$5,481.31								
D	Idaho	\$276,273.97						1		
D	Jefferson	\$0.01								
D	Kootenai	\$31,478.15								
D	Latah	\$43,682.16								
D	Lemhi	\$37,967.64								
Ð	Lewis	\$0.51								
D	Madison	\$3,187.49								
D	Nez Perce	\$114.88								
D	Oneida	\$11,255.59								
D	Owyhee	\$0.00								
D	Power	\$5,699.96								
D	Shoshone	\$334,012.83								
D	Teton Twin Falls	\$6,782.50 \$15,584.52								
D D	Valley	\$15,584.52 \$154,386.75								
D	Washington	\$154,386.75 \$7,781.55								
D	Tradining ton	ψι,ι01.00	\$2,191,628.16	\$159,988.86	\$2,031,639.30					
L	Alexander	\$1,025.03	¢2,701,020.10	\$ 100,000.00				1		
L	Gallatin	\$421.49						1		
L	Hardin	\$1,032.00								
L	Jackson	\$1,839.69								
L	Johnson	\$675.99								
L	Massac	\$101.09								
L	Pope	\$3,397.43								
L	Saline	\$524.48								
L	Union	\$1,387.31								
L	Will	\$238,262.29								
L	Williamson	\$12.03								
L			\$248,678.83	\$18,153.55	\$230,525.28					
N	Brown	\$3,463.06								
N	Crawford	\$4,586.36	1					1		

(Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)										
	ALL COUNTY AM	OUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	TAL ONLY.		
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)		
IN	Jackson	\$4,365.80								
N	Lawrence	\$3,086.91								
N	Martin	\$1,805.67								
IN	Monroe	\$3,579.39								
IN	Orange	\$5,997.51								
IN	Perry	\$11,250.08								
IN			\$38,213.08	\$2,789.55	\$35,423.53					
KY	Bath	\$3,309.97								
KY	Clay	\$13,304.10								
KY	Estill	\$959.20								
KY	Harlan	\$137.98								
KY	Jackson	\$10,081.18						ł		
KY	Knox	\$13.61								
KY	Laurel	\$11,002.59								
KY KY	Lee Leslie	\$1,466.35 \$9,002.68								
KY	Leslie	\$9,002.88								
KY	Madison	\$0.05								
KY	McCreary	\$24,427.07								
KY	Menifee	\$8,022.98								
KY	Morgan	\$2,243.00								
KY	Owsley	\$2,839.17								
KY	Perry	\$369.39								
KY	Pike	\$19.69								
KY	Powell	\$2,744.72								
KY	Pulaski	\$6,566.29								
KY	Rockcastle	\$2,893.31								
KY	Rowan	\$10,734.24								
KY	Wayne	\$200.15								
KY	Whitley	\$7,949.32								
KY	Wolfe	\$2,847.47								
KY			\$121,271.37	\$8,852.81	\$112,418.56					
LA	Claiborne	\$42,623.14								
LA	Grant	\$308,067.59								
LA	Natchitoches	\$279,558.88								
LA	Rapides	\$218,942.51								
LA	Vernon	\$183,236.64						ł		
LA	Webster	\$26,637.78								
LA	Winn	\$238,151.09	¢1 007 047 00	¢04.000.00	¢1 000 500 74					
LA ME	Oxford	\$27,415.99	\$1,297,217.63	\$94,696.89	\$1,202,520.74					
ME	York	\$27,415.99 \$5,614.25						+		
ME	TUIK	φ <del>υ,</del> υ14.25	\$33,030.24	\$2,411.21	\$30,619.03			+		
MI	Alcona	\$115,487.28	φ33,030.24	φ2,411.21	ψου,υτο.υο			1		
MI	Alger	\$142,682.91								
MI	Allegan	\$0.09								
MI	Baraga	\$35,891.02								
MI	Barry	\$5.03						1		
MI	Cheboygan	\$34.37								
MI	Chippewa	\$270,088.16								
MI	Crawford	\$38,714.37								
MI	Delta	\$268,454.56	İ					1		

	1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014. (Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)										
	ALL COUNTY AN	IOUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT	S CALCULATED O	N THE STATE TOT	AL ONLY.			
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)			
MI	Genesee	\$3.82									
MI	Gogebic	\$243,812.05									
MI	G. Traverse	\$0.93									
MI	Houghton	\$122,796.76									
MI	losco	\$115,335.39									
MI	Iron	\$139,115.55									
MI	Kent	\$0.09									
MI	Lake	\$52,329.89									
MI	Mackinac	\$168,834.84									
MI	Manistee	\$40,821.40									
	Marquette Mason	\$15,997.01 \$28,266.12									
MI	Mason Mecosta	\$28,266.12 \$1,609.98									
MI	Mecosta Montcalm	\$1,609.98 \$821.16						<u> </u>			
MI	Muskegon	\$5,833.46									
MI	Newaygo	\$51,890.72									
MI	Oceana	\$24,834.94									
MI	Ogemaw	\$20,353.92									
MI	Ontonagon	\$224,692.88									
M	Oscoda	\$155,682.29									
MI	Otsego	\$1.86									
MI	Schoolcraft	\$135,929.65									
MI	Wexford	\$45,127.85									
MI			\$2,465,450.35	\$179,977.88	\$2,285,472.47						
MN	Beltrami	\$68,338.97									
MN	Cass	\$308,551.29									
MN	Cook	\$151,083.04									
MN	Itasca	\$329,157.36									
MN	Koochiching	\$55.24									
MN	Lake	\$174,817.77									
MN	St. Louis	\$175,996.52									
MN	Adama	\$04 000 F4	\$1,208,000.19	\$88,184.01	\$1,119,816.18	\$6,150,000.00	\$448,950.00	\$5,701,050.0			
MS	Adams	\$24,962.54									
MS MS	Amite	\$61,975.57 \$40,348.23									
MS MS	Benton Chickasaw	\$40,348.23 \$23,605.08						<u> </u>			
VIS VIS	Chickasaw	\$23,605.08 \$10,498.00									
VIS	Copiah	\$12,721.22									
MS	Forrest	\$46,462.84		1							
MS	Franklin	\$166,827.22									
MS	George	\$15,038.35						1			
MS	Greene	\$30,607.25									
ИS	Harrison	\$57,303.98									
٨S	Jackson	\$18,720.33									
٨S	Jasper	\$17,087.79									
٨S	Jefferson	\$13,942.28									
٨S	Jones	\$30,239.58									
٨S	Lafayette	\$29,181.04									
٨S	Lincoln	\$13,651.87									
٨S	Marshall	\$15,653.47									
٨S	Newton	\$3,301.39									
ЛS	Oktibbeha	\$104.67				-					

ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.											
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)			
ИS	Pearl River	\$3,709.63									
٨S	Perry	\$149,421.66									
٨S	Pontotoc	\$479.60									
ИS	Scott	\$84,455.34									
ИS	Sharkey	\$50,630.20									
MS	Smith	\$71,956.93									
MS	Stone	\$44,346.84									
MS	Tippah	\$7,020.08									
MS	Union	\$6,086.38									
MS	Washington	\$0.00									
MS	Wayne	\$0.00									
MS	Wilkinson	\$39,509.61									
MS	Winston	\$25,909.78	l					ł			
WS MS	Yalobusha	\$25,909.78 \$15,137.76				-					
VIS VIS											
VIS VIS	Yazoo	\$109.54	\$1,213,726.82	\$88,602.06	\$1,125,124.76						
	Deer	¢04 407 00	\$1,213,720.02	\$00,002.00	\$1,125,124.76						
NO NO	Barry	\$34,137.88									
0N	Bollinger	\$1,032.93									
0N	Boone	\$2,584.94									
NO	Butler	\$30,052.57									
NO	Callaway	\$7,763.95									
NO	Carter	\$56,111.78									
NO	Christian	\$32,426.05									
NO	Crawford	\$30,990.47									
NO	Dent	\$45,462.06									
МО	Douglas	\$25,483.60									
NO	Howell	\$31,417.10									
NO	Iron	\$60,077.73									
NO	Laclede	\$19,049.95									
NO	Madison	\$32,122.64									
NO	Oregon	\$65,625.03									
NO	Ozark	\$24,099.70									
ON	Phelps	\$40,504.74									
NO	Pulaski	\$24,365.60									
NO	Reynolds	\$55,626.15									
NO	Ripley	\$60,908.93									
NO	Shannon	\$45,015.77									
МО	Stone	\$6,427.62									
МО	St.Francois	\$420.72									
МО	St.Genevieve	\$13,445.66									
МО	Taney	\$40,975.86									
NO	Texas	\$30,843.46									
NO	Washington	\$51,131.19									
МО	Wayne	\$55,141.26									
МО	Wright	\$4,441.55									
NO	-		\$927,686.89	\$67,721.14	\$859,965.75						
MT	Beaverhead	\$58,205.32		,,				1			
ЛТ	Broadwater	\$23,782.87	1					1			
/T	Carbon	\$28,976.95	l					1			
ЛТ	Carter	\$7,619.33									
/T	Cascade	\$8,848.36						+			
AT AT	Cascade Chouteau	\$0,040.30						<u> </u>			

1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014. (Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)										
	ALL COUNTY AM	OUNTS ARE PRIOR T	O SEQUESTER CAI	CULATION. SEQUE	STERED AMOUNT	S CALCULATED O	N THE STATE TO	FAL ONLY.		
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)		
MT	Deer Lodge	\$19,924.01								
MT	Fergus	\$4,698.50								
MT	Flathead	\$366,748.05								
MT	Gallatin	\$76,805.05								
MT	Glacier	\$1,425.81								
MT	Golden Valley	\$1,175.76								
MT	Granite	\$89,666.65								
MT	Jefferson	\$66,156.68								
MT	Judith Basin	\$14,768.46								
MT	Lake	\$34,408.13								
MT	Lewis& Clark	\$96,589.98								
MT	Lincoln	\$471,261.03								
MT	Madison	\$51,304.15								
MT	Meagher	\$29,886.93								
MT	Mineral	\$70,271.82								
MT	Missoula	\$103,415.50								
MT	Park	\$98,596.36								
MT	Pondera	\$5,298.73								
MT	Powder River	\$28,891.86								
MT	Powell	\$101,250.79								
MT	Ravalli	\$25,206.08								
MT	Rosebud	\$8,123.41								
MT	Sanders	\$241,491.79								
MT	Silver Bow	\$23,887.34								
MT	Stillwater	\$24,355.42								
MT	Sweet Grass	\$30,740.38								
MT	Teton	\$11,648.31								
MT	Wheatland	\$3,220.81								
МТ			\$2,230,173.18	\$162,802.64	\$2,067,370.54					
NE	Adams	\$0.00								
NE	Blaine	\$1,033.66								
NE	Cherry	\$9,075.13								
NE	Dawes	\$4,033.54								
NE	Sioux	\$961.20								
NE	Thomas	\$7,854.33						1		
NE			\$22,957.86	\$1,675.92	\$21,281.94					
NV	Carson City	\$1,472.39		, ,				1		
NV	Clark	\$28,849.41						1		
NV	Douglas	\$8,357.81								
NV	Elko	\$25,662.65								
NV	Esmeralda	\$37,029.95						1		
NV	Eureka	\$13,981.90								
NV	Humboldt	\$6,935.31						1		
NV	Lander	\$28,733.50								
NV	Lincoln	\$738.07								
NV	Lyon	\$26,761.23						1		
NV	Mineral	\$58,707.12								
NV	Nye	\$170,931.05								
NV	Washoe	\$10,209.42						1		
٩V	White Pine	\$18,363.32								
NV	1	\$10,000.0E	\$436,733.13	\$31,881.52	\$404,851.61			1		
NH	Carroll	\$85,038.17	÷ .00,100.10	\$01,001.0E	÷.01,001.01			1		

	ALL COUNTY AMO	OUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	AL ONLY.
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
NH	Coos	\$121,054.19						
١H	Grafton	\$192,676.68						
١H			\$398,769.04	\$29,110.14	\$369,658.90			
M	Bernalillo	\$9,279.44						
M	Catron	\$95,206.03						
M	Chaves	\$2,871.04						
M	Cibola	\$38,355.40						
MV	Colfax	\$7,358.57						
MN	Eddy	\$9,591.39						
MV	Grant	\$24,215.90						
MM	Hidalgo	\$9,674.49						
NM	Lincoln	\$30,098.52						
MN	Los Alamos	\$3,061.64						
M	McKinley	\$24,386.98						
M	Mora	\$10,628.65						
M	Otero	\$40,075.41						
M	Rio Arriba	\$147,159.89						
M	San Miguel	\$35,694.54						
M	Sandoval	\$38,707.87						
MN	Santa Fe	\$24,954.16						
MV	Sierra	\$12,387.99						
NM	Socorro	\$75,785.18						
NM	Taos	\$54,702.14						
M	Torrance	\$18,887.49						
NM	Valencia	\$1,940.18						
NM	Out- to a		\$715,022.90	\$52,196.67	\$662,826.23			
NY	Schuyler	\$1,424.90						
NY NY	Seneca	\$679.64	¢0.404.54	¢450.00	£1.050.01			
	Asha	¢70.55	\$2,104.54	\$153.63	\$1,950.91			
NC	Ashe	\$79.55 \$7,843.14						
	Avery Buncombe	\$7,843.14 \$8,508.47						
	Burke	\$8,508.47 \$13,358.31						
	Caldwell	\$13,342.96						
	Carteret	\$13,342.96						
	Cherokee	\$42,960.33						
	Clay	\$26,313.57						
	Craven	\$49,662.52						
	Davidson	\$855.40						
	Durham	\$0.00						
	Graham	\$45,192.28						
	Haywood	\$18,797.62						
	Henderson	\$4,802.72						l
	Jackson	\$30,681.85						l
NC	Jones	\$30,680.40						l
NC NC	Macon	\$60,862.05						l
	Madison	\$15,074.73						İ
	McDowell	\$19,915.40						l
	Mitchell	\$5,168.46						l
1C	Montgomery	\$35,764.17						İ
1C	Randolph	\$8,621.71		1				İ
IC	Swain	\$9,009.06		1				1

(Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.) ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.											
	ALL COUNTY AN	IOUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT I	S CALCULATED O	N THE STATE TO	TAL ONLY.			
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)			
NC	Transylvania	\$24,881.61									
NC	Watauga	\$107.14									
NC	Yancey	\$10,439.30									
NC			\$520,057.30	\$37,964.18	\$482,093.12						
ND	McHenry	\$62.94									
ND			\$62.94	\$4.59	\$58.35						
ОН	Athens	\$5,238.29									
ОН	Delaware	\$0.00									
ОН	Gallia	\$5,010.06									
OH	Hocking	\$7,284.06									
OH	Jackson	\$470.67									
OH	Lawrence	\$20,759.81						ļ			
OH	Monroe	\$6,862.86									
OH	Morgan	\$937.25									
OH	Noble	\$196.65									
OH	Perry	\$6,259.03									
OH	Scioto	\$3,261.10									
OH	Vinton	\$526.84									
OH	Washington	\$11,053.33	007.050.05	<b>84 050 70</b>	<b>*</b> ^^ <b>*</b>						
OH		0005 400 00	\$67,859.95	\$4,953.78	\$62,906.17						
OK	Le Flore	\$305,126.09									
OK	McCurtain	\$182,975.80	<b>*</b> 400 404 00	005 004 44	<b>8</b> 450 470 45						
OK OR	Dalvas	\$63,228.17	\$488,101.89	\$35,631.44	\$452,470.45						
OR	Baker	\$03,228.17 \$14,633.38									
OR	Benton Clackamas	\$14,633.38 \$314,666.71									
OR	Clackamas							-			
OR	Courribia	\$0.00 \$19,283.97						-			
OR	Crook	\$19,283.97 \$70,783.32						-			
OR	CIOOK	\$10,783.32						-			
OR	Deschutes	\$537,423.91									
OR	Douglas	\$922,694.96									
OR	Grant	\$172,003.93									
OR	Harney	\$62,153.18						<u> </u>			
OR	Hood River	\$128,768.37						1			
OR	Jackson	\$470,767.91						1			
OR	Jefferson	\$91,775.94						1			
OR	Josephine	\$74,493.83									
OR	Klamath	\$545,780.56						1			
OR	Lake	\$224,036.87						1			
OR	Lane	\$1,215,819.57						1			
OR	Lincoln	\$163,625.06						1			
OR	Linn	\$420,585.18	1					1			
OR	Malheur	\$366.29									
OR	Marion	\$166,677.99									
OR	Morrow	\$26,503.41	1					1			
OR	Multnomah	\$48,171.98						1			
OR	Polk	\$286.60	1					1			
OR	Tillamook	\$81,481.06						1			
OR	Umatilla	\$72,007.63						1			
OR	Union	\$69,091.05	l					1			
DR	Wallowa	\$77,727.62						1			

1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014. (Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)										
	ALL COUNTY AN	IOUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT	S CALCULATED O	N THE STATE TO	FAL ONLY.		
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)		
OR	Wasco	\$136,187.07								
OR	Washington	\$0.00								
OR	Wheeler	\$28,439.48								
OR	Yamhill	\$22,757.10								
			\$6,353,899.38	\$463,834.65	\$5,890,064.73					
PA	Elk	\$424,590.82								
PA	Forest	\$452,461.06								
PA	McKean	\$513,819.90								
PA	Pike	\$0.00								
PA	Warren	\$558,380.42								
PA		•• ••·	\$1,949,252.20	\$142,295.41	\$1,806,956.79					
PR	Canovanas	\$3,222.70								
PR	Cayey	\$15.89								
PR	Ceiba	\$3,427.02								
PR	Fajardo	\$990.62								
PR	Florida	\$12.00								
PR	Guayama	\$59.32								
PR	Juncos	\$29.03								
PR PR	Las Piedras Luquillo	\$2,047.90 \$5,682.76								
PR	Manati	\$5,682.76 \$20.13								
PR		\$20.13								
PR	Naguabo Rio Grande	\$20,803.57								
PR	Salinas	\$20,803.57								
PR	Sainas	\$ <del>4</del> 0.01	\$45,067.74	\$3,289.95	\$41,777.79					
SC	Abbeville	\$69,361.01	φ+3,007.74	ψ3,203.33	ψ+1,111.13					
SC	Aiken	\$2.96								
SC	Berkeley	\$107,312.08								
SC	Charleston	\$36,124.31								
SC	Chester	\$37,421.11								
SC	Edgefield	\$92,799.59								
SC	Fairfield	\$32,727.62								
SC	Greenwood	\$32,317.04								
SC	Laurens	\$61,864.88								
SC	McCormick	\$148,601.03								
SC	Newberry	\$174,146.74						1		
SC	Oconee	\$249,567.60						1		
SC	Saluda	\$13,253.81								
SC	Union	\$184,333.96								
SC	Williamsburg	\$0.22								
SC			\$1,239,833.96	\$90,507.88	\$1,149,326.08					
SD	Custer	\$279,663.51								
SD	Fall River	\$41,644.76								
SD	Harding	\$6,272.15						ļ		
SD	Lawrence	\$244,196.02								
SD	Meade	\$40,300.67								
SD	Pennington	\$351,304.15						1		
SD			\$963,381.26	\$70,326.83	\$893,054.43			ļ		
TN	Carter	\$21,183.75						ļ		
TN	Cocke	\$13,451.74						ļ		
ΓN	Greene	\$10,066.02								
ΤN	Johnson	\$12,942.79						1		

S t a t e N N	Eligible County	OUNTS ARE PRIOR T				COLLEGERIED O		
٦N		Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
	McMinn	\$891.87						
'N	Monroe	\$37,018.50						
1 N	Polk	\$37,127.93						
٦N	Stewart	\$0.00						
٦N	Sullivan	\$9,273.14						
ΓN	Unicoi	\$14,873.68						
ΓN	Washington	\$4,127.73						
ĪN			\$160,957.15	\$11,749.87	\$149,207.28			
X	Angelina	\$28,584.74						
X	Houston	\$145,152.06						
X	Jasper	\$10,357.73						
X	Montgomery	\$50,508.81						1
X	Nacogdoches	\$4,551.62						
X	Newton	\$1,648.04						
X	Sabine	\$88,446.37						
Х	San Augustine	\$35,503.86						
X	San Jacinto	\$64,343.37						
X	Shelby	\$54,967.05						
X	Trinity	\$104,682.33						
X	Tyler	\$0.27						
ΤX	Walker	\$57,897.94						
X	Walker	φ01,001.04	\$646,644.19	\$47,205.03	\$599,439.16			
JT	Beaver	\$19,065.68		φ+1,200.00	\$000,400.10			
JT	Box Elder	\$23,385.77						
JT	Cache	\$115,975.26						
JT	Carbon	\$1,886.49						
JT	Daggett	\$13,313.19						
JT	Dayis	\$10,224.66						
JT	Duchesne	\$43,676.48						
JT	Emery	\$43,070.48						
JT	Garfield	\$74,340.16						
JT	Grand	\$3,585.36						
JT		\$3,585.56						-
JT	Iron Juab	\$17,393.11 \$16,931.65						
JT JT		\$16,931.65 \$8,754.97						+
JT JT	Kane							
JT JT	Millard	\$43,722.64 \$4,093.92						
JT	Morgan Piute	\$4,093.92 \$26,784.98						
JT	Rich	\$20,784.98 \$20,896.86						+
JT JT								
JT JT	Salt Lake	\$26,263.25						
	San Juan	\$28,119.00						
	Sanpete	\$26,437.90						
JT	Sevier	\$97,735.09						
JT	Summit	\$138,208.88						
JT	Tooele	\$42,438.62						
JT	Uintah	\$13,859.72						ļ
JT	Utah	\$63,238.93						+
JT	Wasatch	\$61,526.06						+
JT	Washington	\$27,895.97						
JT JT	Wayne Weber	\$16,623.46 \$29,111.51						

S t a t	ALL COUNTY AM	OUNTS ARE PRIOR T							
t a t			O SEQUESTER CA	ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.					
е	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)	
/T	Addison	\$42,236.44							
ΤV	Bennington	\$74,031.40							
/T	Essex	\$775.65							
/T	Rutland	\$37,438.79							
/T	Washington	\$3,356.96							
ΤV	Windham	\$19,126.87							
ΤV	Windsor	\$10,026.91							
			\$186,993.02	\$13,650.49	\$173,342.53				
A	Alleghany	\$27,633.47							
/A	Amherst	\$11,269.36							
/A	Augusta	\$38,141.72							
	Bath	\$33,915.46							
/A	Bedford	\$3,199.58							
/A	Bland	\$12,703.15							
/A	Botetourt	\$13,917.01							
/A	Carroll	\$1,205.53							
/A	Craig	\$19,377.94							
	Dickenson	\$1,443.59							
/A	Frederick	\$962.96							
VA	Giles	\$10,628.22							
VA	Grayson	\$5,518.78							
	Highland	\$11,433.59							
VA	Lee	\$1,880.69							
	Montgomery	\$3,232.10							
VA	Nelson	\$3,882.48							
VA VA	Page	\$5,329.96							
VA VA	Pulaski	\$3,202.68							
VA VA	Roanoke	\$530.09							
	Rockbridge	\$12,396.41							
VA VA	Rockingham	\$12,390.41							
VA VA	Scott	\$27,333.97							
VA VA	Shenandoah	\$14,820.83							
VA VA									
	Smyth	\$12,479.38 \$1,650.66	<u> </u>						
VA /A	Tazewell								
VA (A	Warren	\$1,200.24							
VA /A	Washington	\$3,713.11							
VA VA	Wise Wythe	\$6,070.54 \$9,700.61	<u> </u>						
	wyule	\$9,700.61	\$204 E00 0E	¢00.000.57	¢000.070.00				
VA Ala	Anntin	¢0.050.55	\$304,500.95	\$22,228.57	\$282,272.38				
NA	Asotin	\$9,956.55							
NA	Chelan	\$168,805.22							
NA	Clallam	\$110,828.88							
	Clark	\$317.88							
NA	Columbia	\$29,427.10							
NA	Cowlitz	\$9,089.12				-			
NA	Douglas	\$0.23				-			
NA	Ferry	\$104,233.46				-			
NA	Garfield	\$17,615.73				-			
NA	Grays Harbor	\$35,076.49				-			
NA	Jefferson	\$150,891.61							
NA NA	King Kittitas	\$137,362.75 \$69,503.53							

		(Does not includ	le payments for O&0	C Lands administered	l by Bureau of Land	Mangement in Ore	egon.)	
	ALL COUNTY AN	IOUNTS ARE PRIOR T	O SEQUESTER CA	LCULATION. SEQUE	STERED AMOUNT	S CALCULATED O	N THE STATE TOT	AL ONLY.
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Ac Payments (net o Sequester)
NA	Klickitat	\$4,495.90						
VA	Lewis	\$125,396.47						
VA	Mason	\$35,819.59						
VA	Okanogan	\$214,270.23						
VA	Pend Oreille	\$174,887.76						
VA	Pierce	\$49,480.54						
VA	Skagit	\$92,344.72						
VA	Skamania	\$224,446.79						
VA	Snohomish	\$111,200.49						
VA	Stevens	\$50,858.13						
VA	Thurston	\$231.40						
VA	Walla Walla	\$437.68						
VA	Whatcom	\$194,092.54						
VA	Yakima	\$184,409.90						
VA			\$2,305,480.69	\$168,300.09	\$2,137,180.60	\$2,664.07	\$194.48	\$2,469.
٧V	Barbour	\$2.94						
٧V	Grant	\$6,172.72						
٧V	Greenbrier	\$33,066.66						
VV	Hampshire	\$681.25						
NV	Hardy	\$10,145.55						
٧V	Mercer	\$0.00						
NV	Monroe	\$3,194.51						
NV	Nicholas	\$7,287.27						
NV	Pendleton	\$34,759.25						
NV	Pocahontas	\$95,007.00						
NV	Preston	\$1,194.20						
NV	Randolph	\$62,321.61						
NV	Tucker	\$31,046.28						
NV	Webster	\$20,095.77						
NV			\$304,975.01	\$22,263.18	\$282,711.83			
NI	Ashland	\$121,118.79			· · ·			
VI	Bayfield	\$181,855.31						
VI	Dane	\$0.00						
VI	Florence	\$84,631.17						
VI	Forest	\$343,153.09						
VI	Langlade	\$32,520.35						
VI	Oconto	\$140,526.31						
NI	Oneida	\$11,208.00						
NI	Price	\$100,555.64						
NI	Sawyer	\$85,350.69						
VI	Taylor	\$82,992.62						
VI	Vilas	\$52,061.32	1					
VI		402,001.0E	\$1,235,973.29	\$90,226.05	\$1,145,747.24			
VY	Albany	\$121,810.28	\$ 1,200,070.20	\$00,220.00	ψ.,ο,. τι. <u></u> .			
VY	Big Horn	\$57,261.55						
VY	Carbon	\$203,139.31						
VY	Converse	\$203,139.31						
VY	Crook	\$150,615.54						
VY	Fremont	\$75,838.81						
VY	Hot Springs	\$3,323.07						
VY	Johnson	\$3,323.07 \$53,360.78						
VY	Lincoln	\$53,360.78 \$71,642.01						

	1908 Act, as amended, projected distribution for FY2014 Forest Service Payments to States, as of September 30, 2014. (Does not include payments for O&C Lands administered by Bureau of Land Mangement in Oregon.)							
	ALL COUNTY AMOUNTS ARE PRIOR TO SEQUESTER CALCULATION. SEQUESTERED AMOUNT IS CALCULATED ON THE STATE TOTAL ONLY.							
S t a t e	Eligible County	County Share of State Total	State Total prior to Sequestration	7.3% Sequestration Amount	State Payment (net of Sequester)	2014 Special Act Payments	7.3% Sequestration Amount	2014 Special Act Payments (net of Sequester)
WY	Natrona	\$1,794.20						
WY	Park	\$131,098.71						
WY	Platte	\$366.56						
WY	Sheridan	\$63,954.77						
WY	Sublette	\$117,092.32						
WY	Sweetwater	\$4,957.59						
WY	Teton	\$255,337.60						
WY	Uinta	\$10,051.69						
WY	Washakie	\$5,876.02						
WY	Weston	\$5,354.07						
WY			\$1,357,270.85	\$99,080.77	\$1,258,190.08			
	Total	\$54,356,648.34	\$54,356,648.34	\$3,968,035.31	\$50,388,613.03	\$6,159,270.53	\$449,626.75	\$5,709,643.78



# Western Counties Alliance

*Geothermal Disbursements to Counties 2012-2014 per Energy Act of 2005* 

State	County	2012	2013	2014
	Imperial County	\$16,657.36	\$11,755.99	\$44,286.46
	Inyo County	\$168,266.86	\$189,839.62	\$235,502.53
	Lake County	\$760,858.32	\$802,134.56	\$959,019.64
California	Lassen County	\$14,229.55	\$17,110.64	\$15,590.30
California	Mendocino County	\$750.00	\$750.00	\$690.00
	Mono County	\$23,512.05	\$51,852.41	\$68,038.93
	Siskiyou County	\$30,561.25	\$17,386.39	\$18,748.48
	Sonoma County	\$1,009,786.30	\$1,119,660.77	\$1,315,200.99
	California County Total	\$2,024,621.69	\$2,210,490.38	\$2,657,077.33
	Gunnison County	\$0.00	\$13,873.91	\$6,559.97
Colorado	Colorado County Total	\$0.00	\$13,873.91	\$6,559.97
	Blaine County	\$404.50	\$404.50	\$354.75
	Camas County	\$305.50	\$305.50	\$267.92
	Canyon County	\$1,274.17	\$518.22	\$506.75
	Cassia County	\$12,450.75	\$9,308.18	\$9,372.70
	Payette County	\$42,269.32	\$17,191.53	\$17,735.00
Idaho	Washington County	\$10,068.00	\$9,554.53	\$9,856.57
laano	Idaho County Total	\$66,772.24	\$37,282.46	\$38,093.69
	Churchill County	\$929,545.19	\$533,630.47	\$583,105.89
	Elko County	\$30,004.86	\$48,103.25	\$38,158.10
	Esmeralda County	\$58,738.15	\$115,746.91	\$84,830.78
	Eureka County	\$14,251.34	\$11,801.94	\$12,001.37
	Humboldt County	\$72,421.77	\$61,582.00	\$57,885.94
	Lander County	\$70,723.46	\$133,460.63	\$151,695.40
Nevada	Lyon County	\$8,249.00	\$5,961.10	\$6,666.93
	Mineral County	\$33,249.02	\$29,104.65	\$57,680.15
	Nye County	\$6,705.70	\$15,979.85	\$683.41
	Pershing County	\$93,006.31	\$73,530.04	\$55,139.81
	Washoe County	\$23,768.00	\$30,322.43	\$88,724.27
	White Pine County	\$8,962.50	\$12,474.84	\$1,537.63
	Nevada County Total	\$1,349,625.30	\$1,071,698.11	\$1,138,109.68
	Dona Ana County	\$1,442.30	\$25,645.32	\$6,653.50
New Mexico	Hidalgo County	\$4,669.82	\$3,118.65	\$3,217.24
	New Mexico County Total	\$6,112.12	\$28,763.97	\$9,870.74
	Deschutes County	\$39,725.25	\$40,822.17	\$41,041.69
Oregon	Hood River County	\$2,028.00	\$1,924.57	\$103.43
oregon	Lake County	\$31,673.73	\$29,463.61	\$21,856.48
	Oregon County Total	\$73,426.98	\$72,210.35	\$63,001.60
	Beaver County	\$77,219.88	\$74,086.89	\$103,181.63
	Iron County	\$1,267.50	\$1,202.86	\$1,176.24
Utah	Juab County	\$74,910.35	\$46,643.82	\$30,635.52
	Millard County	\$39,348.35	\$37,341.58	\$37,656.05
	Utah County Total	\$192,746.08	\$159,275.15	\$172,649.44
Washington	Whatcom County	\$2,109.25	\$2,109.25	\$ <b>172,045.44</b> \$2,064.95
Washington	Washington County Total	\$2,109.25 \$2,109.25	\$2,109.25	\$2,064.95 \$2,064.95
		\$3,715,413.66	\$3,595,703.58	\$4,087,427.40

P.O. Box 21 Randolph, Utah 84064 Phone: 307-679-3658 Fax 435-793-5555 krbrownwca@allwest.net



# Western Counties Alliance

# Items WCA Primarily Focuses On

- Payment in lieu of taxes (PILT)
- Secure Rural Schools (SRS)
- Wild Horse Burro (WHB)
- ♦ Sage Grouse
- ♦ RS 2477 Roads
- Mineral Revenue
- Wilderness
- ♦ Grazing Issues
- Public Land Transfer
- ♦ Geothermal

P.O. Box 21 Randolph, Utah 84064 Phone: 307-679-3658 Fax 435-793-5555 krbrownwca@allwest.net



# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

Departments: CAO, Board of Supervisors

TIME REQUIRED 15 minutes

SUBJECT Town of Mammoth Lakes Informational Update PERSONS APPEARING BEFORE THE BOARD Dan Holler

# AGENDA DESCRIPTION:

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

Town of Mammoth Lakes Informational Report.

# **RECOMMENDED ACTION:**

Receive informational presentation from Town of Mammoth Lakes Town Manager Dan Holler and other representative on Town activities. Provide any desired direction to staff.

# **FISCAL IMPACT:**

None.

# 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:** 

# MINUTE ORDER REQUESTED:

🔲 YES 🗹 NO

# ATTACHMENTS:

Click to download

Town of Mammoth Lakes Cover Memo

History

Time

4/14/2015 8:01 AM	County Administrative Office	Yes
4/15/2015 2:46 PM	County Counsel	Yes
4/15/2015 9:34 AM	Finance	Yes



Jim Leddy County Administrative Officer 760.932.5414

To:Honorable Board of SupervisorsFrom:Jim Leddy, County AdministratorDate:April 13, 2015

Subject: Town of Mammoth Lakes Informational report

**<u>Recommendation</u>**: Receive informational presentation from Town of Mammoth Lakes Town Manager and other representative on Town activities.

**Background:** Supervisor Stacy Corless discussed the establishment of rotating Town and County reports to each jurisdictions' governing bodies as a means to enhance Town/County communication. It was requested that a representative of the Town be invited to the next Mammoth Lakes Board of Supervisors meeting to present on Town issues.

Town of Mammoth Lakes Manager Dan Holler will be attending the April 21<sup>st</sup> meeting for this purpose. In addition, the County will be sending a Board member to attend the Town Council meeting to provide information on County activities. Supervisor Corless volunteered to attend.

These exchanges are intended to strengthen cross jurisdiction understanding and public information.

**Options:** Receive informational update from Town Manager Dan Holler and a member of the Council if they are available.

**Fiscal Impact**: There is no fiscal impact from receiving the presentation.

For questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov



#### AR AGENDA REQUEST REGUL

Print

**MEETING DATE** April 21, 2015 **Departments: CAO** TIME REQUIRED 15 minutes (5 minute presentation; 10 PERSONS minute discussion) APPEARING **BEFORE THE** SUBJECT Review of Local Emergencies

Jim Leddy

# AGENDA DESCRIPTION:

BOARD

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

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.

# **RECOMMENDED ACTION:**

Continue or terminate the state of local emergencies.

# **FISCAL IMPACT:**

# CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5538 / bmusil@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

1st Emergency

2nd Emergency

History

4/13/2015 12:51 PM	County Administrative Office	Yes
4/13/2015 2:38 PM	County Counsel	Yes
4/15/2015 9:33 AM	Finance	Yes

	1	Control of Month
	2 3	RESOLUTION NO. R15- <u>08</u>
9	4 5	RATIFYING A PROCLAMATION OF LOCAL EMERGENCY
	6 7 8 9	WHEREAS, the Director of Emergency Services, Sheriff Ingrid Braun, proclaimed a state of local emergency in the County of Mono on February 6, 2015, a copy of which is attached hereto as an exhibit and incorporated herein by reference; and WHEREAS, the Board thereafter duly reviewed the need for the local emergency
	10 11	WHEREAS, the situation resulting from said conditions of extreme peril is still beyond the control of the normal protective services, personnel, equipment, and
	12 13	County of Mono, State of California, does hereby ratify the aforementioned proclamation of local emergency and continued state of local emergency in said County.
	14 15	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this 10th day of February, 2015, by the
	16 17	NOES None.
	18 19 20	TIMOTHY E. FESKO, Chair
	20	Mono County Dourd of Supervisors
	22 23 24	Brannon D. Kendally
	25 26	
	27 28	

# COUNTY OF MONO EMERGENCY PROCLAMATION

WHEREAS, Code No. 2.60.070 of the County of Mono empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when Mono County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Mono does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Mono County, caused by drought, wind, fire and winter storm; which began on the 6<sup>th</sup> day of February, 2015, and;

WHEREAS, the Board of Supervisors of the County of Mono is not in session and cannot immediately be called into session, and;

WHEREAS, on January 17, 2014, the Governor of the State of California declared a State of Emergency due to current drought conditions; and on February 6, 2015, a powerful windstorm occurred in California; and these high winds, exacerbated by the drought, wreaked havoc in Mono County, and:

WHEREAS, these conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County, and;

WHEREAS, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

Portions of communities with Mono County have been evacuated and remain threatened. More than 40 structures, including homes, have been destroyed. Power was lost to much of Mono County during freezing temperatures. Potential needed resources may include extensive logistical and personnel assistance with firefighting; aerial support; evacuation operations; shelters; debris removal; and smoke damage. We are requesting consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance. Additionally, we are requesting funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide.

This list is not necessarily reflective of the total extent of the assistance that may be required. Additional resources may be requested as the disaster progresses and worsens.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Mono County, and;

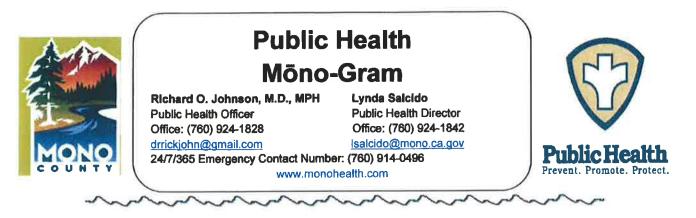
IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mono County shall be those prescribed by state law, by ordinances, and resolutions of Mono County; and that this emergency proclamation shall expire in seven days after issuance unless confirmed and ratified by the governing body of the County of Mono.

Dated: February 6, 2015

By:

Sheriff/Coroner and Director of Emergency Services County of Mono

1	County of Marine	
2		
3	RESOLUTION NO. R15- <u>15</u>	
4	BOARD OF SUPERVISORS, COUNTY OF MONO RATIFYING A PROCLAMATION OF LOCAL HEALTH EMERGENCY	
5	AND CONTINUED STATE OF LOCAL HEALTH EMERGENCY	
6	WHEREAS, the County Health Officer on February 11, 2015, issued a	
7	proclamation of local health emergency, a copy of which is attached hereto as an exhibit and incorporated herein by reference; and	
8 9	WHEREAS, the Board thereafter duly reviewed the need for declaring the local health emergency in accordance with legal requirements; and	
10	WHEREAS, the conditions giving rise to the proclamation of a local health emergency are still in existence within said County of Mono;	
11 12	NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby ratify the aforementioned declaration	
13	of local health emergency and continued state of local health emergency in said County.	
14	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this 17th day of February, 2015, by the following vote, to wit:	
15	AYES :Supervisors Alpers, Corless, Fesko, Johnston NOES :None and Stump	
16	NOES None. and Stump. ABSENT None. ABSTAIN	
17	None. $T_{\mathcal{M}} \in \mathcal{F}$	
18	TIMOTHY E. FESKO, Chair	
19	Mono County Board of Supervisors	
20		
Ch	ATTEST: APPROVED AS TO FORM:	
(JB)	WIND Kendell mining	
23	COUNTY CLERK, ASSISTANT COUNTY COUNSEL	
24 25		
25 26		
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28		



# PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with §101075 confers upon Local Health Officers of the political subdivisions of this state emergency powers necessary to protect public health and safety;

WHEREAS, §101080 of the California Health and Safety Code, states that "the local health officer may declare a local health emergency in the jurisdiction or any area thereof" affected by hazardous waste which is an imminent threat to the public health;

WHEREAS, Health and Safety Code Section 101080 empowers the local health officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and,

WHEREAS, the Health Officer of the county of Mono does hereby find:

1. That conditions of certain hazardous waste in Mono County in the form of debris resulting from a fire occurring on February 6, 2015, and which involved destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

1. That the Board of Supervisors of the County of Mono is not in session and cannot immediately be called into session; and

1. That the aforesaid threat to public health necessitates the proclamation of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in the communities of Paradise and Swall Meadows in this county due to hazardous waste in the form of debris from a recent fire; and,

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the Health and Safety Code, and by any ordinances and resolutions of this county approved by the Board of Supervisors.

Richard O. Johnson, M.D., MPH

Health Officer, Mono County Health Department

2/11/15 Dated:

Mono County - Healthy People, Healthy Communities Mono County Health Department P.O Box 3329 Mammoth Lakes CA 93546 Mono County Board of Supervisors: Phone (760) 932-5215 District 1: Larry Johnston, District 2: Fred Stump, District 3: Tim Alpers,



# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

**Departments: Community Development Department** 

TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE
SUBJECT	Wheeler Crest Design Review Committee Membership Expansion	BOARD

Scott Burns

# AGENDA DESCRIPTION:

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

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.

# **RECOMMENDED ACTION:**

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

# FISCAL IMPACT:

Minimal fiscal impact from staff time to implement revised ordinance.

# CONTACT NAME: Scott Burns

PHONE/EMAIL: 760.924.1807 / 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
4/15/2015 9:40 AM	County Administrative Office	Yes
4/15/2015 2:46 PM	County Counsel	Yes
4/15/2015 9:30 AM	Finance	Yes

# Mono County Community Development Department

P.O. Box 347 Mammoth Lakes, CA 93546 (760) 924-1800, fax 924-1801 www.monocounty.ca.gov P.O. Box 8 Bridgeport, CA 93517 (760) 932-5420, fax 932-5431 www.monocounty.ca.gov

April 21, 2015

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Courtney Weiche, Associate Planner Scott Burns, Director

**RE:** WHEELER CREST DESIGN REVIEW COMMITTEE MEMBERSHIP EXPANSION

# RECOMMENDATION

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

# FISCAL IMPACT

Minimal fiscal impact from staff time to implement revised ordinance.

### DISCUSSION

The Community Development Department is currently soliciting individuals to serve on the Wheeler Crest Design Review Committee (WCDRC). The WCDRC was established by an ordinance in 1991 that set forth requirements for terms and composition. Several changes to Section 1(d) of the ordinance are proposed 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 would allow for up to seven members with terms of either two or three years, enable those who may have lost their homes to serve on the Committee, and clarify 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.

Ordinance Section 1(d) is proposed to be amended to read:

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 supervisor may recommend appointments for Board consideration.

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

ATTACHMENT Proposed Ordinance Amendment Existing Ordinance

	SUNTY OF MOLE
1 2	ORDINANCE NO. ORD15
2	AN ORDINANCE OF THE MONO COUNTY
4	BOARD OF SUPERVISORS AMENDING ORDINANCE 91-07, WHICH ESTABLISHED A DESIGN REVIEW
5	COMMITTEE FOR THE WHEELER CREST PLANNING AREA, IN ORDER TO MODIFY MEMBERSHIP CRITERIA
6	WHEREAS, in 1991 the Board of Supervisors adopted Ordinance 91-07, which established a
7	Design Review Committee for the Wheeler Crest Planning Area. 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
8 9	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
10 11	<b>WHEREAS,</b> 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;
12 13	NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:
14 15	<b>SECTION ONE</b> : Subdivision D of Section 1 of Ordinance 91-07 is hereby repealed in its entirety and replaced with the following:
16	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
17	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.
18 19	The local District Supervisor may recommend appointments for Board consideration.
20	<b>SECTION THREE</b> : This ordinance shall become effective 30 days from the date of its
21	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
22	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.
23	PASSED, APPROVED and ADOPTED this day of, 2015, by the
24	following vote, to wit:
25	AYES: NOES: ABSENT:
26	ABSTAIN:
27	Timothy E. Fesko, Chair
28	Mono County Board of Supervisors
	Page 1 of 2

1		
2	ATTEST:	APPROVED AS TO FORM:
3	Clerk of the Board	County Counsel
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		Page 2 of 2



# REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 2015

**Departments: CAO** 

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

**SUBJECT** CAO Transition

PERSONS APPEARING BEFORE THE BOARD Jim Leddy

# AGENDA DESCRIPTION:

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

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.

# **RECOMMENDED ACTION:**

Provide any desired direction to staff.

# **FISCAL IMPACT:**

None.

# CONTACT NAME: Jim Leddy

PHONE/EMAIL: X1703 Mammoth Lakes / 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:** 

# MINUTE ORDER REQUESTED:

🔲 YES 🗹 NO

# ATTACHMENTS:

#### Click to download

No Attachments Available

History

Time

Approval

4/15/2015 10:45 AM	County Administrative Office	Yes
4/15/2015 2:46 PM	County Counsel	Yes
4/15/2015 10:42 AM	Finance	Yes



Closed Session--Human Resources

# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

TIME REQUIRED

SUBJECT

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

4/13/2015 12:51 PM	County Administrative Office	Yes
4/13/2015 2:20 PM	County Counsel	Yes
4/9/2015 11:06 AM	Finance	Yes



# REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

# **RECOMMENDED ACTION:**

# FISCAL IMPACT:

CONTACT NAME:
PHONE/EMAIL: /

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

## MINUTE ORDER REQUESTED:

🔲 YES 🗹 NO

# ATTACHMENTS:

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History		
Time	Who	Approval
4/13/2015 2:53 PM	County Administrative Office	Yes
4/13/2015 2:38 PM	County Counsel	Yes
4/15/2015 9:25 AM	Finance	Yes



# REGULAR AGENDA REQUEST

Print

MEETING DATE April 21, 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 – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Boulaalam v. Mono County et al..

# **RECOMMENDED ACTION:**

# FISCAL IMPACT:

CONTACT NAME:	
PHONE/EMAIL: /	

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Time	Who	Approval
4/13/2015 2:53 PM	County Administrative Office	Yes
4/13/2015 2:39 PM	County Counsel	Yes
4/15/2015 9:31 AM	Finance	Yes



# **REGULAR AGENDA REQUEST**

Print

MEETING DATE April 21, 2015

TIME REQUIRED

SUBJECT

Closed Session - Conference with Legal Counsel 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: 1. 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

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Time	Who	Approval
4/14/2015 8:00 AM	County Administrative Office	Yes
4/15/2015 2:46 PM	County Counsel	Yes
4/15/2015 9:25 AM	Finance	Yes