



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting May 8, 2018

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board of Supervisors

Approval of minutes from the Regular meeting held on April 3, 2018.

Recommended Action: Approve the minutes from the Regular meeting held on April 3, 2018.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board of Supervisors

Approval of minutes from the Regular meeting on April 10, 2018.

Recommended Action: Approve the minutes from the Regular meeting on April 10, 2018.

Fiscal Impact: None.

C. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on April 17, 2018.

Recommended Action: Approval minutes from the Regular meeting held on April 17, 2018.

Fiscal Impact: None.

D. Board Minutes

Departments: Clerk of the Board of Supervisors

Approval of minutes from the Special Meeting on April 19, 2018.

Recommended Action: Approve minutes from the Special Meeting on April 19, 2018.

Fiscal Impact: None.

E. Proposed Ordinance Adding Chapter 5.60 to the Mono County Code Regulating Commercial Cannabis Operations

(Various) - Proposed ordinance adding Chapter 5.60 to the Mono County Code regulating commercial cannabis operations. As proposed, Chapter 5.60 would establish a permitting process for commercial cannabis operations within the unincorporated area of the County and includes application and review requirements, enforcement provisions, public health limitations, and a limit on the number of cannabis operation permits available for cultivation.

Recommended Action: Adopt proposed ordinance No. ORD18 - An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.60 to the Mono County Code Pertaining to the Local Regulation and Permitting of Commercial Cannabis Activities within the Unincorporated Area of the County. Direct staff to file a notice of exemption under the California Environmental Quality Act for the ordinance. Provide any other desired direction to staff.

Fiscal Impact: None.

F. 2018-2019 Medi-Cal County Inmate Program Agreement

Departments: Sheriff

(Sheriff Ingrid Braun) - Proposed agreement with California Department of Health Care Services pertaining to the Medi-Cal County Inmate Program.

Recommended Action: Approve County entry into 2018-19 Medi-Cal County Inmate Program Agreement (Agreement Number 18-95048, amount \$120,000.00 plus \$64.16 administrative) and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. Administrative costs for FY 2018-2019 are \$64.16. The Mono County non-federal share of Medi-Cal payments for MCIP services under this contract will not exceed \$120,000.

G. Proposed Ordinance amending Chapter 7.20 of the Mono County Code to establish expedited procedures for cannabis enforcement

Proposed ordinance amending Chapter 7.20 of the Mono County Code pertaining to public nuisances to add expedited procedures for addressing and abating nuisances arising from cannabis operations in violation of the Mono County Code,

Mono County General Plan or other applicable law.

Recommended Action: Adopt proposed ordinance ORD18-___, Amending Chapter 7.20 of the Mono County Code Pertaining to Public Nuisances to Add Expedited Procedures for Addressing and Abating Nuisances Arising from Cannabis Operations in Violation of the Mono County Code Mono County General Plan or Other Applicable Law. Direct staff to file a notice of exemption under the California Environmental Quality Act for the ordinance. Provide any other desired direction to staff.

Fiscal Impact: Hearing officer costs are estimated at \$5,000 per hearing. Abatement costs will vary depending on the size and nature of the operation and would be made a special assessment against the property. The anticipated funding source is the proposed cannabis business tax (Measure D) which is on the June 5 ballot for approval by the voters. If Measure D does not pass, then the County would either pay these enforcement costs out of the General Fund, or minimize its enforcement activities.

H. Proposed contract with C.Toeller Consulting for process and project management services

Departments: Finance, CAO

Proposed contract with C. Toeller Consulting pertaining to process and project management services covering continued implementation of the Harris Innoprise Suite of Products plus the addition of implementation project management services for the OpenGov application.

Recommended Action: Authorize the Chair of the Board to sign contract with C. Toeller Consulting in an amount not to exceed \$60,032 for the period of April 1, 2018 through November 30, 2018.

Fiscal Impact: The cost of this contract extension for the remainder of FY 2017-18 is \$22,512 and there is enough budget savings to cover the additional cost. The cost of this contract extension for FY 2018-19 is \$37,520 and this amount is included in the Finance Department's requested budget.

I. Contract with Baron & Budd

Departments: County Counsel

Proposed contract with Baron & Budd, P.C. for legal services.

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

Fiscal Impact: No direct fiscal impact to the County.

J. Road Closures for 4th of July Celebrations

Departments: Public Works

In May 2016, the Board approved R16-36 which authorized certain road closures in conjunction with the Bridgeport 4th of July celebration. This year, staff was approached by event organizers to add an additional (200') section of School Street to the closure, to accommodate an event for the Bridgeport Fire Department.

Recommended Action: Adopt Resolution No. R18-___, A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for all future annual Bridgeport Fourth of July Celebrations, superseding and replacing Resolution 16-36.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Sheriff's Department Presentation

Departments: Sheriff

30 minutes

(Sheriff Ingrid Braun) - Presentation by Sheriff Ingrid Braun regarding the Sheriff's Office and Jail Operations.

Recommended Action: None; informational only.

Fiscal Impact: None.

B. Economic Development Department Presentation

Departments: Economic Development

30 minutes

(Alicia Vennos/Jeff Simpson) - Presentation by Alicia Vennos and staff regarding an overview of the Economic Development Department's responsibilities and programs, status on FY 2017-18 goals and accomplishments, as well as key tactics to further Mono County's Strategic Priorities in the upcoming fiscal year.

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

Fiscal Impact: None.

C. Community Development Department Presentation

Departments: CDD

20 minutes (15 minute presentation, 5 minute discussion)

(Wendy Sugimura) - Presentation by the Community Development Department regarding services and programs, progress-to-date on goals set in the 2017-2018 budget process, and opportunities to further Mono County strategic planning priorities in the coming fiscal year.

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

Fiscal Impact: None.

D. Proposed Ordinance adding Mono County Code 5.65 to the Mono County Code regulating short-term rentals in residential areas

Departments: CDD

20 minutes (5 minute presentation, 15 minute discussion)

(Wendy Sugimura) - Proposed ordinance adding Chapter 5.65 to the Mono County Code regulating short-term rentals in residential areas. As proposed, Chapter 5.65 would establish a permitting process for short-term rentals in residential areas within the unincorporated county and includes application and review requirements, enforcement provisions, operational requirements and conditions, and a limit on the number of owner-occupied (Type I) rentals in the Clark Tract in June Lake.

Recommended Action: Introduce, read title and waive further reading of proposed ordinance No. ORD18-__, An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.65 to the Mono County Code Pertaining to the Local Regulation and Permitting of Short-Term Rentals in Residential Areas Within the Unincorporated Area of the County.

Fiscal Impact: Minimal - permit fees are charged for processing permits and business licenses, an increase in the number of permits will increase TOT revenue.

E. Hess Park Solar Pavilion

Departments: Public Works/Facilities

20 minutes, 10 minute presentation, 10 minute discussion

(Joe Blanchard) - Presentation by Joe Blanchard regarding the Hess Park Solar Pavilion Project.

Recommended Action: Approve the Hess Park Solar Pavilion Project. Provide any desired direction to staff.

Fiscal Impact: This project will be funded by donations and labor will be performed by volunteers. The Mono Basin Historical Society will oversee the long-term maintenance on the facility. County staff will be responsible for overseeing volunteers resulting in a minimal impact to the general fund.

F. Sale of One Surplus Ford Expedition to the Long Valley Fire Protection District

Departments: Public Works / Fleet

5 minutes

(Jerry VandeBrake) - Resolution to sell a surplus 2012 Ford Expedition (Unit 739) to the Long Valley Fire Protection District for one dollar (\$1.00) .

Recommended Action: 1. Receive staff report regarding a request from the Long Valley Fire Protection District to purchase a surplus 2012 Ford Expedition (Unit 739) from Mono County for one dollar (\$1.00). 2. Adopt proposed resolution finding that Unit 739, is in good condition but is excess and/or unneeded property and authorizing the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of Unit 739 to the District. 3. Provide any desired direction to staff.

Fiscal Impact: Based on results from the April 14, 2018 TNT auction, the vehicle has a value of approximately \$6,500. Accordingly, the County will lose potential General Fund revenue of approximately \$6,500.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Performance Evaluation - CAO

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

C. Closed Session - Initiation of Litigation

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

section 54956.9. Number of potential cases: Two.

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes from the Regular meeting held on April 3, 2018.

RECOMMENDED ACTION:

Approve the minutes from the Regular meeting held on April 3, 2018.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> 4-3-18 Draft Minutes</p>

History

Time	Who	Approval
5/3/2018 8:29 AM	County Administrative Office	Yes
5/1/2018 9:38 AM	County Counsel	Yes
5/3/2018 10:55 AM	Finance	Yes



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

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

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

**Regular Meeting
April 3, 2018**

Flash Drive	Board Recorder
Minute Orders	M18-56 – M18-66
Resolutions	R18-17
Ordinance	ORD18-03 Not Used

9:01 AM Meeting called to order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

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

Pledge of Allegiance led by Supervisor Corless

Supervisor Gardner:

- Asked that the meeting adjourn in memory of Pat Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS

A. Resolution for Stacey Westerlund in Appreciation for Her Years of County Service

Departments: Finance

(Janet Dutcher) - Proposed resolution to recognize Stacey Westerlund's retirement and her 20 years of service to Mono County.

Action: Approve proposed resolution.

Peters moved; Stump seconded

Vote: 4 yes; 0 no

Note:

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

M18-56

Janet Dutcher, Finance Director:

- Presented resolution to recognize her service.

Supervisor Gardner:

- Read resolution (available in additional documents).

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- County line adjustment. Made contact with Eric Fleming (Madera County CAO) - he has provided some preliminary fiscal impact numbers.
- Sat with IT Director and Sheriff in a '211' meeting for underserved counties. System provides information to citizens.
- Met with local contractor consultant that does leadership training, to coordinate leadership meeting. Waiting for a specific proposal from her.
- Continue to work on the budget. Start departmental meetings on Monday.
- Feedback from yesterday's meeting.
- Introduced Interim PW director Doug Wilson.
- **Doug Wilson:** provided his background. Looks forward to working with the Board.

4. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Conference call 2 weeks ago with '211.'
- Fatal traffic collision on Friday afternoon by Green Creek. 4 fatalities. Have had 7 fatalities in 3 months this year alone in this stretch of highway.
- Search and Rescue recruitment night. 40-50 people showed up. 25 or more applications.

Janet Dutcher, Finance Director:

- PELT funding.
- CDBG Application.
- Host compliance service, is operational.
- Folding machine.

Stacey Simon, County Counsel:

- Submit attorney letter to our auditor. Continued litigation and exposure to litigation, but this is the first year where County had no existing or threatened liability that met the threshold that would require report from the County Counsel office to the auditor.

Cathy Young, Social Services:

- Update on red cross functions.

5. CONSENT AGENDA

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

A. Board Minutes

Note:

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

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of March 13, 2018.

Action: Approve the Board minutes for the regular meeting of March 13, 2018.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-57

B. Contract with Kofile Technologies Inc for Preservation of Historical Records

Departments: Clerk-Recorder

Proposed contract with Kofile Technologies, Inc., pertaining to the digitization and preservation of historical real property records. This was previously approved in the Clerk-Recorder's 2017/2018 FY budget, we are only asking for final approval on the contract with our vendor.

Action: Authorize Bob Gardner, Chair of the Board, to sign contract with Kofile Technologies, Inc. in an amount not to exceed \$170,000 on behalf of the County of Mono and the Clerk-Recorder division.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-58

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 1/31/2018.

Action: Approve the Treasury Transaction Report for the month ending 1/31/2018.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-59

D. FY 2014/18 Public Health Emergency Program Agreement #14-10521-A05

Departments: Public Health

During fiscal year 2016/17, the Hospital Preparedness Program (HPP) grant, which is one of three funding streams under the Public Health Emergency Program, was not fully expended. The California Department of Public Health (CDPH) allowed Mono County Health Department (MCHD) to complete a budget revision to shift funds between categories to better reflect actual services performed.

Action: Approve County entry into the Public Health Emergency Program Agreement #14-10521-A05 and authorize the Public Health Director's

Note:

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

signature to execute said contract on behalf of the County, including the Standard Agreement (STD 213A) and Contractor Certification Clause (CCC) Forms.

Corless moved; Stump seconded

Vote: 4 yes; 0 no;

M18-60

E. AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 for July 1, 2016-June 30, 2020

Departments: Public Health

(Bryan Wheeler) - Proposed amended contract with California Department of Public Health (CDPH) Office of AIDS for the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377/A01 for July 1, 2016-June 30, 2020.

Action: Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 and authorize the Director of Public Health's signature to execute said contract on behalf of the County including minor amendments that may occur in the 4-year contract period of July 1, 2016-June 30, 2020 with approval as to form by County Counsel.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-61

F. Sierra CAMP Membership Agreement and Designation of Representatives

Departments: Board of Supervisors

(Supervisor Gardner) - Agreement regarding County's participation/membership in the Sierra Climate Adaptation and Mitigation Partnership (CAMP).

Action: Designate Supervisor Stacy Corless to serve as the County's representative to Sierra CAMP and Bob Gardner to serve as the County's alternate member. Approve and authorize Supervisor Corless to sign the Sierra CAMP membership agreement.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-62

G. Reappointment to the First 5 Children and Families Commission

Departments: First 5

Reappointment of Jeanne Sassin to the First 5 Mono County Children and Families Commission.

Note:

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

Action: Reappoint Jeanne Sassin, Principal of Lee Vining Schools, to serve as representative of local school districts a subsequent three-year term on the First 5 Commission expiring March 16, 2021.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-63

6. **CORRESPONDENCE RECEIVED**

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

A. **Inyo Mono County Cattlemen's Association Letter**

Letter from the Inyo Mono County Cattlemen's Association regarding the elimination of stock water and water for irrigation from proposed Los Angeles Department of Water and Power (LADWP) land leases in Long Valley and Little Round Valley.

Supervisor Stump:

- Requested an agenda item for the County to prepare a letter be sent to the mayor of Los Angeles.

7. **REGULAR AGENDA - MORNING**

A. **Human Resources Department Presentation**

Departments: Human Resources

15 minutes

(Dave Butters) - Presentation by Dave Butters regarding the function of Human Resources in Mono County and progress on goals.

Action: No action recommended.

Dave Butters, Human Resources Director:

- Went through presentation.

B. **Risk Management Department Presentation**

Departments: Risk Management

(Jay Sloane) - Presenting the functions and goals of the Risk Management Department.

Action: Provide any desired direction to staff.

Jay Sloane, Risk Manager:

- Went through presentation.

Break: 10:27 AM

Reconvene: 10:35 AM

C. **Authorization to Bid for the 2018 Mono County Fog Seal and Striping**

Note:

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

Project

Departments: Public Works

(Chad Senior) - This project will provide pavement preservation (fog sealing) and striping rehabilitation to Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Swall Meadows Streets, Paradise Streets, Owens Gorge Road, and Crowley Lake Drive. Additionally, bid alternates will include June Lake Streets, Lundy Lake Road, Bryant Field Airport, Lee Vining Airport, Rimrock Zone of Benefit Streets, and the southern portion of Lower Rock Creek Road. Due to the size of the attachment, the 2018 Mono County Fog Seal Striping Project Plan Set, Parts 1 and 2, can be found at the following link:
<https://monocounty.ca.gov/bos/page/board-supervisors-16>

Action: Approve bid package, which includes the project manual, plans, and specifications, for the 2018 Mono County Fog Seal and Striping Project. Authorize the Public Works Department to issue and advertise an Invitation for Bids for the project. Provide any desired direction to staff.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

M18-64

Chad Senior, Public Works:

- Presented item.

Garett Higerd, Engineer:

- Maintaining good roads that the County has, and improving bad roads.

Supervisor Gardner:

- These investments save the County money later.
- Seeing the benefit of SB1 funds right here in Mono County.

D. First Amendment to Economic Development Manager Employment Agreement

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a first amendment to the employment contract with Jeff Simpson as Economic Development Manager, to extend the term of the contract by four months.

Action: Announce Fiscal Impact. Approve Resolution #R18-17, Approving a first amendment to the employment contract with Jeff Simpson as Economic Development Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2017-2018 (April 1 to June 30th) is approximately \$32,751 of which \$17,632 is salary, and \$15,119 is the cost of the benefits and was included in the approved budget. The cost for July 2018 (FY 2018-2019) will be approximately \$10,947 of which \$5,877 is the cost of salary and \$5,070 is the cost of benefits.

Peters moved; Corless seconded

Note:

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Vote: 4 yes; 0 no

R18-17A

Dave Butters, Human Resources Director:

- Presented item.

E. Tribal Cannabis Operations in Mono County

Departments: CAO

(John Glazier, BCDC Chairman; Janice Mendez, BCDC Board Member) - A presentation from BCDC Board members discussing why BCDC is pursuing a cannabis operation.

Action: Mono County Staff Recommendation: Consider the BCDC request for an authorization letter for this project, and any future requests, on a case-by-case basis, following conclusion of current legislative process related to a bill now being negotiated among tribal representatives and representatives of state and local government, and following adoption of the County's regulatory program. Requested Action from Tribe: Inserting language into County cannabis regulations acknowledging that cannabis operations on tribal lands is not regulated by the County and approving a letter of authorization from the County of Mono stating this fact so that the Tribe's corporation has the option to pursue a state license.

This item was pulled from the agenda, due to lack of attendance from the presenters.

F. AB 2292 Letter of Support

Departments: Board of Supervisors

A letter of support for Assembly Bill 2292, which will increase state funding rates for infant and toddler care, creating a grant program to fund implementation and startup costs of new child care facilities, and expanding a fund to recruit a new generation of family child care providers.

Action: Authorize the Chair of the Board of Supervisors to sign a letter of support of AB 2292.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-65

Leslie Chapman, CAO:

- Came as a request from First 5.
- A strategic priority.

G. AB 2727 Letter of Support

Departments: Board of Supervisors

(Supervisor Corless) - A letter of support for Assembly Bill 2727, which provides a personal income tax credit for costs incurred for training and equipment by qualified firefighters.

Action: Authorize the Chair of the Board of Supervisors to sign a letter of

Note:

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support of AB 2727.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-66

Leslie Chapman, CAO:

- Presented item.

H. NACo Conference Update

Departments: Board of Supervisors

(Supervisor Corless) - Supervisors Corless and Gardner will discuss the National Association of Counties Conference they attended in March of 2018.

Action: None.

Supervisor Gardner:

- Discussed highlights of the NACo Conference (available in additional documents).

Supervisor Corless:

- Also discussed highlights of the NACo Conference.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Moved to item 10.

9. CLOSED SESSION @ 11:40 AM

A. Closed Session - Threat to Public Services or Facilities

Threat to Public Services or Facilities. Consultation with Risk Manager, Jay Sloane.

B. Closed Session--Human Resources

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

Closed Session: 11:40 AM

Reconvene: 12:34 PM

Nothing to report out of Closed Session.

10. BOARD MEMBER REPORTS

Note:

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

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

Supervisor Corless:

- 3/28: KMMT Community Corner—thank you to Shannon Kendall for joining me to talk about voter registration; invitation for departments to participate in a radio interview, last Weds of every month.
- 3/29: Mono County Spelling Bee in Lee Vining – congratulations to all participants, winners will advance to the state contest: Aiden Eannarino from Antelope Valley Elementary and Lucy Martyr from Mammoth Middle School; Colby Bue of Lee Vining and Kelly Thompson of Bridgeport.
- 3/31: Valentine Reserve Fund Event: Introduction to the great education opportunities and academic research happening at SNARL and Valentine camp/UC Santa Barbara.
- Inyo National Forest: Scoping notice for Sherwin/Mammoth meadow area trail improvements, part of the SHARP plan started in 2009. Comments due April 20. The proposed action includes: Reconstruct and Designate User-Created Trails; Construct Natural Surface Loop/Connection Trails; Construct Permeable Surface, Multi-Use Pathway; User-Created Trail Rehabilitation and Closure

Supervisor Gardner:

- On March 27 I attended a presentation from a solar company about potential solar installations in the Mammoth area. This was a part of the effort in Mammoth to pursue a goal of 100 percent renewable energy for the town, like what some other resort communities have done across the country. During the presentation, it was noted that Supervisor Johnston had worked on a project to identify several sites across the county which could be used for solar projects. If there is support on the Board, perhaps at some time in the future, we could have an agenda item on this subject. No rush.
- I also attended a special meeting of the Eastern Sierra Transit Authority Board last Wednesday. We continue to work on recruiting a new Executive Director to succeed John Helm, who is retiring soon.

Supervisor Peters:

- 30th Accident in Bridgeport- BVFD, CHP Bill Boyes, MCSO, Cal Trans
- Fred and Patty Stump housing Nubia
- 2nd Workshop
- **Upcoming:**
- Hospice 5pm 5th – Traveling to San Louis Obispo
- AV RPAC 7pm 5th
- Cow Pasture Golf Moved to 14th
- Town Hall April 11th

Supervisor Stump:

- The Thursday of the big storm I went on culvert patrol. Public Works had done a good job clearing them. I only found one that had been effected by additional debris which was easy to take care of. I also appreciated the way equipment was staged to deal with the changing weather from rain to snow and back again. I also appreciated the communication between our avalanche forecaster and Public Works about road closers.
- Thank yous to Kathy Peterson, Cathy Young, Stacey Simon, Christy Milovich, Wendy Sugimura, Janet Dutcher, Stephanie Butters, Jerry Vandebrake, and Nick Criss for spending time with me about Shelter Opening, Tribal Cannabis, Short Term Rentals,

Note:

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Special District Audits, Fund Balances, Code Compliance and surplus county vehicles. All issues I dealt with in the last week.

- Steve Worable of Public Works facilities retired last week. I want to thank him for his years of service to the residents keeping County facilities going.
- Lastly, I am requesting that the Board place a letter to Cal Trans on a future agenda requesting that the section of 395 between the Bodie Road and the straightaway as you come into Bridgeport have rumble strips placed into the center divider pavement. Double yellow lines in this entire section also are appropriate. There have been enough fatalities in that section just this year. I plan to bring this up at Local Transportation Commission but I think our Board should weigh in also. If these suggestions prevent just one accident they would be worth it.

Moved to Closed Session.

ADJOURNED at 12:34 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes from the Regular meeting on April 10, 2018.

RECOMMENDED ACTION:

Approve the minutes from the Regular meeting on April 10, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[4-10-18 Draft Minutes](#)

History

Time	Who	Approval
5/3/2018 8:27 AM	County Administrative Office	Yes
5/1/2018 9:40 AM	County Counsel	Yes
5/3/2018 10:55 AM	Finance	Yes



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

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

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

**Regular Meeting
April 10, 2018**

Flash Drive	Board Recorder
Minute Orders	M18-67 – M18-69
Resolutions	R18-19 – R18-20
Ordinance	ORD18-03 Not Used

9:09 AM Meeting called to order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

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

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- 4/4/18 – We had our regularly scheduled Leadership Team meeting where, among other topics, we discussed developing tactics to support the County's Strategic Priorities.
- 4/9/18 – kicked off departmental budget meetings with Finance Director Dutcher. Departments have all entered their budgets into the system. Directions were to ask for what is needed to run efficient and effective county operations. All budgets are in and it appear that we have quite a gap to fill between what projected revenues are and what

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departments need.

- Spoke with David Scheidt, Legislative Aide for Senator Berryhill who is carrying Senate Bill 1084. According to the fact sheet that was submitted to the Senator's office: *This bill would revise the composition of the district board of directors to include seven (7) voting members that own property and use groundwater within the district's boundaries and make the one (1) member appointed by the Mono County Board of Supervisors a non-voting, ex officio member. This bill would also eliminate the requirement for a groundwater advisory board, and instead permit the appointment of an advisory board if residents are interested and willing to participate voluntarily. Finally, this bill would authorize the establishment of zones of benefit to generate revenue necessary for future planning and regulatory activities required by SGMA (Copy dispersed to Board, available in additional documents).*

4. DEPARTMENT/COMMISSION REPORTS

Nate Greenberg, IT Director:

- Update, 2nd Mountain Venture Summit.

5. CONSENT AGENDA

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

A. Public Health Department County Medi-Cal Administrative Activities (CMAA) Contract #18-90057 for FY July 1, 2018 - June 30, 2021

Departments: Public Health

(Kim Bunn) - Funding is available to local governmental agencies through the Department of Health Care Services (DHCS) to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families.

Action: Approve County entry into the County Medi-Cal Administrative Activities (CMAA) Contract #18-90057 and related certifications and authorize the Public Health Fiscal & Administrative Officer to execute said contract on behalf of the County, including minor amendments that may occur in the 3-year contract period of July 1, 2018 -June 30, 2021 with approval as to form by County Counsel.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-67

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

Note:

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A. At-Will Contract with John Estridge for the District Attorney Investigator II Position

Departments: District Attorney

(Tim Kendall) - Proposed resolution approving a contract with John Estridge as District Attorney Investigator II and prescribing the compensation, appointment and conditions of said employment.

Action: Announce fiscal impact. Approve resolution R18-19, Approving an Employment Agreement with John Estridge for the Position of Mono County District Attorney Investigator II. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of the 2017/2018 fiscal year approximately \$23,926.15 in salary and \$7,742.45 in benefits. For FY 2018-2019 \$103,680.00 salary and \$49,502.96 in benefits. This amount is already accounted for in the DA Department's budget.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

R18-19

Tim Kendall, District Attorney:

- Presented item.
- Fiscal impact announced into record by Supervisor Gardner.

B. Spring 2018 Recreation Projects on Public Lands

Departments: CAO

(Tony Dublino) - Presentation by Tony Dublino regarding potential Spring 2018 recreation projects on Inyo and Humboldt-Toiyabe National Forest and Bureau of Land Management lands for possible County funding using \$50,000 in recreation funding approved for FY 2017/18. Potential projects include the opening and cleaning of restrooms through Memorial Day at Virginia and/or Shingle Mill trailheads; Twin Lakes boat launch signage, tables and vegetation maintenance; improved trail markers for Horsetail and/or Barney Lakes, interpretive panels for Rosachi Ranch, Leavitt Lake gate, signage and barricading; OHV signage eastside Mt. Patterson; Kavannah Ridge Patrol; sand and reseal hot tub boardwalks and remove trash at Wet Willy's and/or Hilltop; Travertine bathroom cleaning; sign repair in Adobe Valley; road grading and boulder placement at various locations; shooting area cleanup at various locations; road and site repair and grading at Lee Vining Canyon campgrounds; Mono Basin Visitor Center maintenance; Inyo National Forest sign repair; Lundy/Parker trailhead signs and parking improvements; backlogged maintenance for trails and campgrounds; repair washout on Lee Vining Canyon trail; renting port-a-potties for high use areas/times; extended open season for Lee Vining Canyon campgrounds.

Action: Authorize staff to execute all necessary contracts and approvals to expend \$50,000 on performing enhancements to Public Recreation in May and June 2018.

Note:

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Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-68

Tony Dublino, Assistant CAO:

- Presented item.

Break: 9:42 AM

Reconvene: 9:49 AM

C. Fee for Inspection of Hay and other Forage to North American Invasive Species Management Association (NAISMA) Standards

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) - The Inyo / Mono Counties' Agricultural Commissioner's Office (CAC) is requesting that a fee be established for annual fees to maintain NAISMA inspection authority for weed-free certification of forage.

Action: 1. Conduct a public hearing on proposed fees for inspection and NAISMA certification for hay and other forage; 2. Approve resolution R18-20, Establishing a fee for North American Invasive Species Management Association (NAISMA) weed-free certification of forage.

Peters moved; Stump seconded

Vote: 4 yes; 0 no

R18-20

Public hearing opened 9:50 AM

Nathan Reade, Agricultural Commissioner:

- Introduced item.

Public hearing closed 9:56 AM

D. Long Valley and Little Round Valley Irrigated Meadows-threats to habitat and grazing

Departments: CAO

(Tony Dublino, Cattleman's Association) - Presentation by the Cattleman's Association about the impacts of the elimination of irrigation requirements in LADWP Grazing Leases in the Long Valley and Little Round Valley areas.

Action: Receive presentation and provide any direction to staff.

Tony Dublino, Assistant CAO:

- Introduced item.
- Opportunity for public to speak to the Board.

Public Comment:

Matt Campbell, Rancher:

Mark Lacey, Lacey / Centennial Livestock

Patty Echenique, Joe Echenique Livestock Company

Howard Arcularius

Note:

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Nathan Reade, Agricultural Commissioner
Lynn Boulton, Sierra Club Range of Light Group
Kay Ogden, Eastern Sierra Land Trust Executive Director

- Provided on the range (available in additional documents)

Steve Nelson, Field Manager for Bureau of Land Management
Gary Giancomini
Linda Arcularius
Tom Talbot

Break: 11:28 AM
Reconvene: 11:41 AM

E. Proposed Amendments to Chapter 7.92 of the Mono County Code Pertaining to the County's Smoking Regulations

Departments: Public Health

(Nancy Mahannah) - Following the March 13, 2018, presentation to the Board and pursuant to Board direction, staff is bringing back two variations of amended MCC 7.92 pertaining to smoking policies (one with regulations pertaining to multi-unit housing and one without). Both variations include the creation of smoke free zones 20 feet from business doorways, windows and ventilation systems and in outdoor dining; inclusion of electronic cigarettes and vaping in the definition of smoking; and the elimination of flavored and menthol tobacco sales in the county.

Action: Receive presentation on proposed amendments to Mono County Code (MCC) Chapter 7.92, including suggested changes to smoking policies related to smoke-free zones, sale of flavored tobacco, enforcement and prohibitions, and potentially multi-unit housing, including items E and L as changed.

INCLUDING items E and L as changed. Following discussion, decide which variation of proposed ordinance to adopt (with or without regulations pertaining to multi-unit housing). Introduce, read title, and waive further reading of proposed ordinance No. Ord18 - ____, amending Mono County Code Chapter 7.92 pertaining to the County's smoking regulations, excluding the multi-unit housing aspect, including changes to items E and L.

Peters moved; Corless seconded

Vote: 3 yes; 0 no; 1 abstain

M18-69

Nancy Mahannah, Public Health:

- Reviewed the item.

Continued the item until after item 11a.

Stacy Simon, County Counsel:

- Advised to strike any mention of cannabis.
- Items E and L.

Supervisor Stump abstained.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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No one spoke.

Closed Session: 11:59 AM

9. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session: Workers' Compensation

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

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

Reconvene: 1:00 PM

Nothing to report out of Closed Session

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Pam Hamic, Secretary / Treasurer Northern Mono Hospice:

- Gave information about hospice.
- Looking for volunteers.
- Fund raising.

11. REGULAR AGENDA - AFTERNOON

A. Cannabis Regulatory Package - Workshop on Remaining Policy Questions

Departments: CAO, County Counsel, Community Development, Public Health, Economic Development,

(Tony Dublino) - Presentation by Tony Dublino regarding final policy questions and options on the regulation of commercial cannabis in Mono County.

Action: Consider policy questions and options, and provide direction to staff on the final regulatory package to be presented for adoption.

Tony Dublino, Assistant CAO:

- Introduced item.
- Provided document, available in additional documents.

Note:

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Public Comment:

Eric Edgerton, Tilth Farms:
John Decoster
Sally Rosen
Matthew Schwartz:
Pam Hamic
Kevin George
Janet Fooley

Break: 2:29 PM
Reconvene: 2:42 PM

Board Direction:

(Please refer to staff report)

Option 1a
Option 2a
Option 3b
Option 4b
Option 5a
Option 6c
Option 7a

Returned to item 7e.

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- 4/3: Community Planning Assistance for Wildfire Tour: CPAW team in Mammoth to kick off the planning effort for the grant that the town received. Opportunities for engagement will continue this summer. More information at planningforwildfire.org
- 4/4: CSAC Gov Finance Admin committee call, voted to oppose tax measures: People's Initiative to Protect Proposition 13 Savings, Version 3 and Tax Fairness, Transparency, and Accountability Act of 2018
- Town Council—solid waste discussion, Justin Nalder presented the Solid Waste Task Force recommendations and council showed interest in regional collaboration
- 4/9: Local Transportation Commission
- YARTS JPA. **Reservations Statistics January – March 2018.** Total reservations received: **2413**. Ticketed passengers: **3137**. **1024** reservations received for 2018 summer schedules. Ticketed passengers: **1741**. Total revenue received: **\$21,904.62**. Today—39,000 reservations
- Mammoth Lakes Housing: 3 new board members were appointed; continued discussion of Executive Director transition, established a reserve account related to the recently acquired Sierra Manor Rd rental properties.
- Youth Sports Funding: TOML Recreation Commission allocated the \$36,000 that included the county's \$8,000, forwarding recommendation to council on 4/18:
- On April 3, 2018, the Recreation Commission by motion (4-0) recommended Town Council: 1. Continue the Youth Sports Funding Assistance Program with an allocation

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of \$1,000. 2. Appropriate the available funds in the 2018 Youth Sports Funding Program to the following youth sports organizations in the amounts of:

a.	Disabled Sports Eastern Sierra	\$1,000.00
b.	Eastern Sierra Nordic Ski Association	\$2,757.50
c.	Mammoth AYSO	\$11,857.50
d.	Mammoth Lakes Swim Team	\$4,967.50
e.	Mono County Little League	\$4,967.50
f.	Mammoth Club Volleyball	\$2,000.00
g.	Mammoth Youth Hockey	\$2,250.00
h.	MUSD Husky Club	\$6,000.00

Supervisor Gardner:

- On Wednesday April 4 I participated in a CSAC Government Finance and Administration Committee Conference Call Meeting. The purpose of the call was to obtain input from County Supervisors on two pending ballot measures expected to appear on the November ballot. The proposals discussed were the [People's Initiative to Protect Proposition 13 Savings, Version 3](#) and the [Tax Fairness, Transparency and Accountability Act of 2018](#). After discussion the Committee opposed both initiatives. Further information about these initiatives is available from CSAC.
- On Wednesday I also attended the June Lake Citizens Advisory Committee meeting. We heard an excellent presentation from Wendy Sugimura and our consultants working on the County Hazard Mitigation Plan.
- On Friday I participated in a conference call with SCE covering several issues in my district. These included continued concerns and questions from Dream Mountain residents about last year's flooding, SCE plans this year for work on the Rush Creek Dam System, and questions about pole replacement and other SCE projects in the Mono Basin.
- Finally, yesterday Supervisor Corless and I attended the quarterly YARTS meeting by video in Mammoth. There were many items on the agenda, but the one of the most important is that YARTS will be running an additional daily bus in the morning from Mammoth to the Yosemite Valley this summer, but will be eliminating the Mammoth to Tuolumne Meadows bus.

Supervisor Peters:

- 3rd BP Fire Department
- 4th ESAAA
- 5th Hospice
- 5th AV RPAC
- 9th LTC
- **Upcoming:**
- BP RPAC 5pm 10th
- NMCC 7pm 10th
- Cow Pasture Golf Moved to 14th
- AV Town Hall April 11th
- BP Town Hall May 23rd

Supervisor Stump:

- 4-4 : Attended the Eastern Sierra Agency on Aging meeting - Budget for the upcoming year appears up by \$30,000 over last year which replaces the cut the program took last year.
- Under the 4-4 ESAAA meeting - There are now 23 people in the Tri Valley receiving

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"meals on wheels". That is up from 12 in 2014 which is an indication that our aging population is requiring more support.

- Additional comment - Since the Florida school shooting the local CHP officers have been using available office desks in local schools to do reports and leaving their marked vehicles clearly visible outside as a potential deterrent. I was informed of this by a CHP sergeant over coffee early Tuesday morning.
- 4-9 : Attended the Local Transportation Commission meeting - excellent discussion on Hwy 395 safety issues particularly in the area of the recent accidents.
- Notes on the Crowley Skate Park - Some staff have been receiving accusatory phone calls about the completion of the Skate Park alleging that the County is holding things up. Here are the facts:
 - The contractor told the County they will return around 4-15. Last year they were supposed to start work in July but did not start until August. Hopefully that delay will not reoccur this spring.
 - The park project cannot be finished until the paving/parking is complete. To do that the asphalt batch plant needs to be open. County staff has been told that will be sometime in May.
 - Public Works has made contacts with contractors to do the paving although that is a contractor required activity. PW is then giving information to the Contractor. This is to help the project get completed.
 - CSA 1 continues to be prepared to fund cost overruns, if any, to get the project finished.
 - Staff does not deserve rude phone calls.

ADJOURNED at 3:49 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes from the Regular meeting held on April 17, 2018.

RECOMMENDED ACTION:

Approval minutes from the Regular meeting held on April 17, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[4-17-18 Draft Minutes](#)

History

Time	Who	Approval
5/3/2018 8:51 AM	County Administrative Office	Yes
5/3/2018 11:39 AM	County Counsel	Yes
5/3/2018 10:29 AM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
April 17, 2018**

Flash Drive	Portable Recorder
Minute Orders	M18-70 – M18-74
Resolutions	R18-21 – R18-23
Ordinance	ORD18-03

9:00 AM Meeting called to order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

Pledge of Allegiance led by Supervisor Peters.

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Stuart Brown and Katrina Kelly, Town of Mammoth Lakes:

- Update on Youth Sports Program

Craig Meinhard (June Lake resident):

- Asked whether today's meeting would include final approval of the Short-Term Rental issue or just a discussion of letters?

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Note:

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

Leslie Chapman:

- Continues to meet daily with Departments about budgets.
- 5/21-5/23 are the budget workshops.
- Meeting with Governance Group re: Countywide Radio System.
- South County Facility discussions.
- LADWP Letter
 - Request for Special meeting on Thursday afternoon.
 - Letter will be to Mayor of LA, not DWP.
 - Nathan Reade – he will try to listen in on phone.
 - County Counsel dropped what they were doing to compose the LADWP letter and address the CEQA issue.

4. DEPARTMENT/COMMISSION REPORTS

Jason Canger:

- SB2 Update:
 - – there has been clean up legislation. Exempts state and local agencies from fee requirements when requesting liens and releases to be recorded.
 - Eliminates some ambiguities on this.
 - Expects additional clean up as time goes on.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of March 20, 2018.

Action: Approve the Board minutes for the regular meeting of March 20, 2018.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-70

B. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the special meeting of April 2, 2018.

Action: Approve the Board minutes for the special meeting of April 2, 2018.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

M18-71

C. Ordinance Amending Chapter 7.92 of the Mono County Code Pertaining to the County's Smoking and Tobacco Policy

Departments: Public Health

During the April 10, 2018 meeting, the Board approved moving forward with the proposed amendments to MCC 7.92 with a placeholder for the multi-unit

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housing component.

Action: Adopt the Ordinance of the Mono County Board of Supervisors Amending Chapter 7.92 of the Mono County Code Pertaining to the County's Smoking and Tobacco Policy.

Peters moved; Corless: seconded

Vote: 3 yes; 0 no; 1 abstain: Stump

ORD18-03

Pulled by Supervisor Stump:

- Will abstain for reasons mentioned at previous meeting.

6. CORRESPONDENCE RECEIVED

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

A. June Lake Transient Occupancy Rental Overlay Plan Letters

Letters regarding the June Lake Transient Overlay Plan.

Supervisor Stump:

- No comment on letter but wanted to confirm that all emails that have been sent and received will be made part of the meeting record.
- Clerk confirmed that yes, these will all be made additional documents after the meeting.

7. REGULAR AGENDA – MORNING

CAO Chapman requested item 7C be moved to afternoon due to closed session needing to be done.

A. High Sierra Tri Club Proposed Road Closure on Pinecliff Drive

Departments: County Administrative Office

(Alana Levin) - Proposed resolution authorizing the temporary closure of a portion of a county road in June Lake for the Annual June Lake Triathlon to be held on July 7, 2018.

Action: Adopt Resolution R18-21, Authorizing the temporary closure of a portion of a county road in June Lake for the annual June Lake Triathlon to be held on Saturday, July 7, 2018.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

R18-21

Alana Levin:

- Here again to ask for Board support for this event.
- Explained the need for road closures and how the event works.

Supervisors asked various questions about event and the potential of needing to cap the numbers of participants involved in event.

B. Proclamations designating the month of April 2018 as Sexual Assault

Note:

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Awareness Month and Child Abuse Prevention Month

Departments: Clerk of the Board

(Susi Bains; Wild Iris Director) - April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse, and is asking the Board of Supervisors to approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This is a recurring item, requested by Wild Iris every year.

Action: Approve proclamations.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-72

Jiselle Kenny, Wild Iris Director:

- Gave details about the awareness months for Sexual Assault.

Didi Turgeson (Social Services):

- Gave details about awareness month for Child Abuse.

Supervisor Gardner:

- Read two proclamations.

Supervisor Stump:

- Spoke about Benton Paiute reservation and social services issue. Asked various questions. Is there a voice out there?

Supervisor Peters:

- MWTC housing – is there a relationship there?

C. Goldfarb & Lipman LLP Engagement Letter

Departments: County Counsel

(Stacey Simon) - Engagement Letter with Goldfarb & Lipman LLC to provide assistance in the efforts of Mono County Behavioral Health to facilitate and assist in the development of permanent supportive and affordable housing in Mono County.

Action: Approve and authorize the Chair to sign engagement letter.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-74

MOVED TO AFTERNOON PER CAO CHAPMAN

Started at 4:23 p.m.

Stacey Simon, County Counsel:

- Gave some background information on the letter.

D. Agriculture Industry Economic Study Workshop

Departments: Agricultural Commissioner

(Nathan D. Reade, Agricultural Commissioner) - In 2017 the specialty consultant firm Agriculture Impact Associates was commissioned to complete an economic study that looked into several aspects of the agricultural economy of Inyo and

Note:

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Mono counties. The study includes an examination of the induced impacts of agriculture on the local economy and detailed strategies to address the region's economic constraints. The complete study can be viewed online at: <http://www.inyomonoagriculture.com/useful-linksformsreports.html>

Action: None.

Nathan Reade, Agricultural Commissioner:

Powerpoint (Agriculture in Inyo and Mono Counties, an Economic Profile):

- Overview:
 - 10 initial research questions
 - 5 strategies and 21 specific tactics
 - 9 priority information gaps
- What is total direct value of Agriculture?
- How has total direct value of agriculture changed over time?
- What economic 'multiplier effects' does agriculture create?
- What is agriculture's total economic contribution?
- How do agriculture's economic contributions vary by land ownership type?
- What contributions does agriculture make through local employment and taxes?
- What economic relationships exist within agriculture that straddle both counties?
- What "ecosystem services" do agricultural lands provide to society?
- How economically diverse is agriculture?
- What options exist to add economic value to local agricultural production?
- Priority Information Gaps.

Various Board Questions.

Lee Vining resident:

- Commented on bitter brush,

Stacey Simon:

- This data is important when having to evaluate legal data.

BREAK: 10:25 a.m.

RECONVENE: 10:37 a.m.

E. Social Services Department Presentation

Departments: Social Services

(Kathryn Peterson and Michelle Raust) - This item will provide an overview of the Department of Social Services functions and programs, associated progress-to-date on goals set during the 2017-18 budget process, and opportunities to further Mono County's Strategic Priorities during the coming fiscal year. In addition, staff will provide a detailed look at the Child Welfare Services division within the department.

Action: None.

Kathy Peterson, Social Services Director:

Power Point

Social Services Programs

- **Social Services, California**
- Health
 - Health Coverage
 - Food Assistance

Note:

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

- Security
 - Financial Assistance
 - Workforce Services
- Safety
 - Child Welfare Services
 - Adult Services
 - In-Home Support Services
 - Senior Services
 - Probate Conservatorships
 - Countywide Shelter Operations
- Five locations, 30 staff
- 2018 Mono County Strategic Priorities
- FY 17-18 Goals – Progress to date
- 2018 Tactics
- Questions?

Michelle Raust:

Power Point

Protecting Mono County Children:

- Defining Child Abuse
- How often reported in Mono County
- Who is responding?
- Factors contributing to Child Maltreatment in Mono County
- A balancing act
- The continuum of Child Welfare Services
- Continuum of Care Reform
- Emergency Response/Investigation
- Determine Response
- Consultation and Information Sharing Framework
- In-person Investigation/Emergency Response Services
- Conclude Investigation within 30 Days
- Outcome of Investigations – Mono County
- Juvenile Dependency Cases
- Juvenile Dependence Cases, continued Foster Care
- Measuring Outcomes in Child Welfare
- 7 Federal Data Measures
- 7 Systemic Factors
- California “Enhanced” Data Measures
- 5-Year Child and Family Services Review
- Mono County’s Social Work Team
- Collaboration is Key
- Child Abuse is Everyone’s Business
- Economics of child abuse
- Questions?

General discussion by Supervisors; they very much appreciate the services that Social Services is providing.

F. South County Facility - Options Analysis

Departments: CAO

(Tony Dublino) - Presentation and discussion regarding progress towards a solution for a safe comfortable and modest facility for citizens, customers and

Note:

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staff.

Action: None.

Tony Dublino, Assistant CAO:

Power Point:

- Progress Report
 - Have made significant progress
 - Went over items completed
- Overview of past consideration, mission and analysis
 - Went over past discussions
- Three alternatives explored:
 - Continue leasing Sierra Center Mall
 - Purchase Sierra Center Mall (theoretical)
 - Build new South County facility
- Cash Flow Analysis Years 1-15
- Emerging Option – Mammoth Mall
 - Still need to get a financial analysis
 - Simple look at Mammoth Mall shows a much greater savings potential.
- Next Steps?
 - Not sure whether the Board wants to consider Mammoth Mall option and complete financial analysis?
- Questions?

Leslie Chapman:

- Need to go outside of County to do property management; we don't have the experience for that.
- Still need to talk about price and terms with Board.
- Parking solution has not been addressed; also don't have snow removal.

Supervisor Peters:

- Asked about crossing off some of the "cons" listed for Sierra Center Mall in light of going with Mammoth Mall.
- Cost of having property managed?
- Feels we do need a financial analysis of Mammoth Mall.
- Best Place to Work in Mono County – that's what matters. Not just about the money – it's about being fiscally responsible.

Supervisor Stump:

- Can't make a decision today.
- Money difference very important to his constituents.

Supervisor Corless:

- The dollar amount that was put out here isn't accurate; she's worried about that.
- If it's possible to get the financial information together prior to next board meeting, that would be helpful.
- Stakeholder involvement is important – our county employees. She needs to hear from them.
- She feels that the Mammoth Mall will need major renovation.
- Would like statement from the Town on how they feel about this.

Supervisor Gardner:

- Seems to be a consensus to do more analysis on the Mammoth Mall.
- How much time would be needed to do this?

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Stacey Simon:

- We would delay afternoon public hearing only if Bridgeport has people to speak that wish to travel to Mammoth.

Note:

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**9. CLOSED SESSION – 12:32 p.m.
RECONVENE – 1:20 p.m.
*Nothing to report out of closed session.***

A. Closed Session--Human Resources

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

B. Closed Session -- Exposure to Litigation

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

C. Closed Session - Real Property Negotiations, 126 Old Mammoth Rd

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Mammoth Mall, 126 Old Mammoth Rd., Mammoth Lakes, CA. Negotiating Parties: Mono County and Greenlaw Partners. Agency negotiators: Leslie Chapman, Stacey Simon and Tony Dublino

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. General Plan Amendment 18-01

Departments: CDD

(Wendy Sugimura) - Public hearing regarding General Plan Amendment 18-01, consisting of four parts: A) Commercial cannabis, B) Short-term rentals, C) Housing policies, D) Transportation/Circulation Element.

Action: Introduce, read title, and waive further reading of proposed ordinance ORD18-__ adopting General Plan Amendment 18-01 with any desired changes, and accept the exemption under Business and Professions Code §26055(h) for commercial cannabis and the addenda to the existing General Plan EIR for

Note:

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short-term rental policies and regulations, housing policies, and technical amendments to the Regional Transportation Plan in the Circulation Element.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-73

Supervisor Gardner:

- Asked if there was anyone in Bridgeport that wished to travel to Mammoth for the hearing; there was no one.

Public Hearing Open: 1:22 p.m.

Wendy Sugimura, Interim Community Development Director:

- Gave overview of plan amendment, explaining there are four parts to it.
- Asked Board to refer to Staff Report sections when making changes/edits.

Commercial Cannabis discussion:

- This is about land use designations, setbacks, visuals, etc.
- Gave information about when people could apply for use permits.

Michael Draper:

Commercial Cannabis Power Point:

- Land Use Designations
- Chapter 4 issues
- Chapter 13 changes

Board discussion and questions; mostly in agreement with Planning Commission's recommendations.

Public Comment:

Matthew Schwartz
Eric Edgerton
Sally Rosen
Robert Calvert
Kevin Dortch
John DeCoster

Stacey Simon:

- Addressed question about how fees would be paid.

SHORT TERM RENTAL SECTION:

Wendy Sugimura:

Power Point (Short-Term Rentals):

- Summary of GPA Amendments
- Summary of Rental Types
- Countywide Policy Additions
- June Lake Area Plan Additions.
- Land Use Designations/Chapter 2
- Chapter 25: Short-Term Rentals Summary
- Chapter 26 – Transient Rentals Summary
- Mono County code Chapter 5.65
- Type II Rental Options
- Board could approve part of it and not address type II issue today.

Board Member discussion – all supportive of Planning Commission's recommendation and also about addressing the illegal market of renting in a responsible way.

Note:

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PUBLIC COMMENT:

Greg Meinhart
Dorothy Burdette

TYPE II RENTAL DISCUSSION:

Wendy Sugimura:

- Type II's should be changed to Type III's pursuant to Planning Commission

Supervisor Stump:

- Agrees with Planning Commission – worried about Moratorium, he's opposed to absentee homeowner rentals.
- We should get rid of Type II, change to Type III but keep moratorium right now, bring back later?

Supervisor Corless

- Supports PC's recommendations, we need a consistent process.

Supervisor Peters:

- Consistency needed.

General Board Discussion followed.

Stacey Simon:

- She doesn't think the moratorium would continue with the Planning Commission's recommendations; would be an urgency issue to address District 2.
- Could go with Type III's just in June Lake for now to preserve Type II's and moratorium.

PUBLIC COMMENT:

Gary
Dorothy Burdette

BREAK: 3:40 p.m.

RECONVENE: 3:51 p.m.

HOUSING DISCUSSION:

Wendy Sugimura:

- Gave some background
- Asked that Supervisor Stump's policies be added, gave suggested numbers for the GPA.

Supervisor Stump:

- Wishes to propose two additional policies – read proposed new policies into record.
- Wanted to make sure bike lanes are included.

CIRCULATION ELEMENT:

Wendy Sugimura:

- This is part of regional transportation program approval for funding projects; LTC already approved, this is for consistency.
- Garrett Higerd: gave more particulars on this.

Public Comment:

David

Board Discussion:

- Supportive of Cannabis and Short-Term Rentals with moratorium caveat, housing with two policies and nothing added to circulation element.

Public Hearing Closed: 4:10 p.m.

Note:

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B. 2018 SB 1 Road Project List and Proposition 69

Departments: Public Works - Engineering Division

(Garrett Higerd) - An annual SB 1 project list must be adopted to receive SB 1 revenues. Proposition 69 would add protections for taxpayers by preventing the State Legislature from diverting or raiding any new transportation revenues for non-transportation improvement purposes.

Action: 1. Approve Resolution R18-22, Adopting a list of projects for 2018-19 funded by SB 1: The Road Repair and Accountability Act. 2. Approve Resolution R18-23, Supporting Proposition 69 and opposing SB 1 repeal.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

R18-22; R18-23

Garrett Higerd, Engineer:

- Gave overview of item.

General Board discussion and questions.

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- California Legislature Resolution in honor of Supervisor Larry Johnston—forwarded to board members (to be posted as additional information).
- Public lands steering committee call: PILT working group formation, WIR, call for leadership positions on committees, would like to apply for vice-chair of public lands.

Supervisor Gardner:

- Attended the Mono Basin RPAC on April 11. Several topics were covered, including CALTRANS plans for construction on Rt. 395 through Lee Vining. Planning will begin with work over the next three to five years.

Supervisor Peters:

- 10th BP RPAC
- 10th NMCC
- 11th Rural Caucus Call
- **Graham Knauss – New Executive Director replacing Matt Cate – Exec Dir CSAC**
After a nationwide search, the California Association of Counties (CSAC) selected one of its own key staff members to serve as its new Executive Director. Graham Knaus, who has been serving as CSAC's Deputy Executive Director of Operations and Member Services for the past three years, has been named the Association's 11th Executive Director in its 123-year history. He assumed the new role effective Wednesday, April 11.
- **California Rural Economic Development Summit—January 10, 2018**
In January, CALED held a special California Rural Economic Development Summit that was facilitated in partnership with the Rural County Representatives of California (RCRC). The purpose of the summit was to engage in a dialogue with attendees on priorities to grow rural economies. This was also an intimate opportunity for participants to meet and hear from Kim Dolbow Vann, newly-appointed California State Director for United States Department of Agriculture Rural Development.

Note:

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- Over 55 economic development practitioners and stakeholders from across California were hosted ranging from Imperial County to Siskiyou County and Monterey County to Mono County. Participants closed the event by prioritizing the top three areas where they felt intervention could make the most difference.
- **Top Three Rural Economic Development Challenges & Opportunities:**
 - Priority 1: Challenge: Lack of critical mass, small voice for rural economic development:
 - Negative or lack of relationship with State
 - Not being heard by legislators
 - Solutions: 1) Build coalition of cities, counties for cohesive voice at state 2) Form urban partnerships through education and two-way exchange between parties
 - Priority 2: Challenge: Lack of Infrastructure:
 - Commercial Speed Broadband
 - Funding/Resources
 - Capacity to apply for funding
 - No one source with resources & technical assistance information
 - Solutions: 1) Achieve economies of scale through regional partnerships and/or "dig once" policies; 2) Layered financing tools; 3) Provide technical assistance to communities on how to finance these projects.
 - Priority 3: Challenge: Lack of housing:
 - Funding/Resources
 - Regulations burdensome for small projects
 - No one source with resources & technical assistance information
 - Impacts on workforce
 - Solutions: 1) Identify & share ways to reduce costs; 2) Identify regulations impeding development of small-unit projects - can we address, get exemptions, assistance? 3) Share model practices of projects financed & built in rural areas
- The group also identified that it is necessary to create a place (online or otherwise) where rural economic development resources, tools, technical assistance contacts, and model practices can be housed and updated.
- Based on this feedback, CALED is working with members and partners to identify ways to support economic development in California's rural communities.
- Rural Exchange (at CALED Annual Conference)—March 15, 2018 (listed jurisdictions and State and Federal Groups Present).

Supervisor Stump:

- 4-11: Worked on a constituent housing issue that illustrated the problems encountered by some of those trying to create workforce housing. This case involves a vacant lot in Chalfant on which an individual wishes to place a modular home. In order to do this the proponent needs:
 - Well permit and septic permit from Environmental Health – County
 - Grading permit from Public Works – County
 - Building Permit from Community Development – County
 - An encroachment permit from Cal Trans (HWY 6)
 - Design accommodation of the FEMA floodplain designation
- Three of the above are County with fees tied to each. If Mono really wants workforce housing, we need to look at our own processes. This ties in with today's housing discussion.
- 4-12: Attended the Owens Valley Groundwater Authority meeting. Thank you to Wendy Sugimura and Jason Canger. That Board is moving ahead with its development. Grant receipt for plan preparation has been confirmed by the State. In the near future there will

Note:

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be an agenda item for Mono County to withdraw as a Groundwater Sustainability Agency so that the Joint Powers Authority can assume that designation on behalf of the entire Basin. Bishop City, Inyo County and Tri Valley Water Commission will need to take the same action. After the soon to be elected Mono Supervisors are seated it would be a good idea for a workshop to educate the new Mono Board on the requirements the County has undertaken for the foreseeable future by being part of this Joint Powers Authority.

ADJOURNED at 4:37 p.m.

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SHANNON KENDALL
CLERK OF THE BOARD OF SUPERVISORS



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes from the Special Meeting on April 19, 2018.

RECOMMENDED ACTION:

Approve minutes from the Special Meeting on April 19, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Mins 04-19-18](#)

History

Time	Who	Approval
5/3/2018 8:51 AM	County Administrative Office	Yes
5/1/2018 9:41 AM	County Counsel	Yes
5/3/2018 10:55 AM	Finance	Yes



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

MEETING LOCATION Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z,
Mammoth Lakes, CA 93546

**Special Meeting
April 19, 2018**

Flash Drive	Portable Recorder
Minute Orders	M18-75
Resolutions	NOT USED
Ordinance	NOT USED

3:30 PM Meeting Called to Order by Chairman Gardner.

*Supervisors Present in Mammoth: Corless, Gardner, Stump.
Supervisor Present in Bridgeport: Peters.*

Pledge of Allegiance led by Supervisor Stump.

Pledge of Allegia

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

<http://www.monocounty.ca.gov/meetings>

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

Closed Session: 3:32 p.m.

Reconvene: 4:10 p.m.

There was nothing to report out of closed session.

A. Closed Session - Initiation of Litigation

Note:

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

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.

B. [Letter to Los Angeles Mayor Garcetti regarding LADWP Agricultural Leases](#)

Departments: CAO, County Counsel, Agriculture

(Leslie Chapman, Jason Canger) - Proposed letter to Los Angeles mayor Garcetti regarding current-year reduction and proposed future elimination of irrigation and stock water on lands owned by the Los Angeles Department of Water and Power located within Mono County which have historically been used for agricultural purposes.

Recommended Action: Approve proposed letter and authorize Supervisor Gardner to sign on behalf of the Board.

Stump moved; Corless seconded

Roll Call Vote: Stump: yes, Gardner: yes; Corless: yes;

Peters: yes

(4 yes; 0 no)

M18-75

Stacey Simon:

- Introduced item.
- Follow up to an item on agenda last week.
- Issue affects more than 6,000 acres and many ranchers in Mono County. LADWP has proposed that they will remove provided water to these areas.
- Request from lessees that board intervene; decided it would be appropriate to send letter to the LA Mayor.
- She has copy of draft letter; not in agenda packet. The turn around time was short. She handed out letter to Board.
- Board took 10-minute break to review letter.
- Reconvened, asked for comments regarding letter.
- Without altering the signature page, they've added in addition people to be copied on the letter.

Jason Canger:

- Assisted with providing information to Board about details of letter.
- Discussion that Sage Grouse not listed under endangered species list.

General Board discussion; recommended edits to letter.

Public Comments:

Matt Kemp

Supervisor Stump:

- Thanked ranches and others in attendance; is in support of letter.
- We need to explore all possible sources of legal action in the future.

Note:

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

Supervisor Corless:

- Thanked everyone; agrees with previous comments.
- We need to take an active role in determining our future; supportive of letter.

Supervisor Peters:

- In full support and agrees with other comments; need continued coordinated effort.
- As we move forward we need to ask for in writing guarantees of what we can expect with water.

Supervisor Gardner:

- Adds his support; concurs with all other Supervisors.
- He hopes this gets the attention of the Mayor.
- Any changes?

Leslie Chapman:

- Would like to submit to all local papers and the LA Times.
- Extraordinary effort from staff.
- Emphatically thanked everyone involved.

ADJOURN 4:40 p.m.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD OF SUPERVISORS**

Note:

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

TIME REQUIRED

PERSONS Various

SUBJECT Proposed Ordinance Adding Chapter 5.60 to the Mono County Code Regulating Commercial Cannabis Operations

APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed ordinance adding Chapter 5.60 to the Mono County Code regulating commercial cannabis operations. As proposed, Chapter 5.60 would establish a permitting process for commercial cannabis operations within the unincorporated area of the County and includes application and review requirements, enforcement provisions, public health limitations, and a limit on the number of cannabis operation permits available for cultivation.

RECOMMENDED ACTION:

Adopt proposed ordinance No. ORD18 - An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.60 to the Mono County Code Pertaining to the Local Regulation and Permitting of Commercial Cannabis Activities within the Unincorporated Area of the County. Direct staff to file a notice of exemption under the California Environmental Quality Act for the ordinance. Provide any other desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Christian Milovich

PHONE/EMAIL: 760-924-1706 / cmilovich@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
5/3/2018 8:29 AM	County Administrative Office	Yes
5/2/2018 4:30 PM	County Counsel	Yes
5/3/2018 10:54 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Office of the County Counsel

Date: May 8, 2018

Re: Proposed ordinance adding Chapter 5.60 to the Mono County Code regulating commercial cannabis operations

Recommended Action

Adopt proposed ordinance No. ORD18- An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.60 to the Mono County Code Pertaining to the Local Regulation and Permitting of Commercial Cannabis Operations within the Unincorporated Area of the County. Provide any desired direction to staff.

Strategic Plan Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

No fiscal impact associated with the adoption of this ordinance; impacts related to implementation are intended to be covered by fees which will be adopted by the Board at a later date.

Discussion

The proposed ordinance adding Chapter 5.60 to the Mono County Code came before your Board on May 1, 2018, at which time final input from staff was given and public comment was heard. Today the Chapter is presented for it's final adoption.

The proposed Chapter 5.60, which will reside in the Mono County Code, is the companion piece to Chapter 13 of the General Plan and establishes the operational

(non-land use) regulations for commercial cannabis operations and the discretionary criteria for obtaining the second of the two required permits (the cannabis operation permit).

The cannabis operation permit established by Chapter 5.60 is an annual permit, which requires renewal through the Community Development Department each year. The permit does not create any property interest in the permittee, is not transferable, and automatically terminates upon expiration or subsequent termination of any holdover period, transfer or upon revocation of any corresponding conditional use permit.

In addition to operational requirements for all types of commercial cannabis businesses allowed within the County (cultivation, retail, manufacturing, distribution and testing laboratories), Chapter 5.60 establishes the following:

- Requirements and processes for applying for a cannabis operation permit as well as for submitting an application for renewal;
- A limit on the number of cannabis operation permits that may be issued for cultivation by the County to ten (10);
- A prohibition on deliveries of cannabis to consumers within the County;
- The prohibition of on-site cannabis consumption on the premises of any cannabis business;
- Criteria for meeting public health priorities, including requirements for labeling and employee training;
- A requirement that all individuals engaged in cannabis cultivation under the Compassionate Use Act register with the Community Development Department.
- Discretionary criteria to be applied by the Board of Supervisors (as the Approval Authority) in reviewing and approving or denying an application for a cannabis operation permit;
- Enforcement, penalty and appeal procedures.

The proposed Chapter 5.60 is the result of extensive staff research and analysis, widespread community outreach, public comment and comprehensive input from local communities. In recent public meetings, the Board has provided direction on all controversial issues that have thus far been made known to staff and has appropriately considered input from staff and the public. The proposed version reflects that Board direction and is therefore recommended for adoption by staff in its current form.

Please contact the County Counsel's office at 760-924-1700 with any questions.

Respectfully submitted,

Christian Milovich



ORDINANCE NO. ORD18-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING
CHAPTER 5.60 TO THE MONO COUNTY CODE PERTAINING TO THE
LOCAL REGULATION AND PERMITTING OF COMMERCIAL
CANNABIS OPERATIONS WITHIN THE UNINCORPORATED
AREA OF THE COUNTY**

WHEREAS, the Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies cannabis as a Schedule I Drug and as such, it is unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. There is no federal exemption for the cultivation, manufacture, distribution, dispensation, or possession of cannabis for medical purposes; and

WHEREAS, the Compassionate Use Act (CUA), or Proposition 215, was voted into law by the voters of California in 1996 and codified at 11362.5 of the Health & Safety Code. The CUA amended the Health & Safety Code to exempt patients and their primary caregivers from criminal prosecution for possession and cultivation of cannabis, provided that the cannabis was cultivated and used for personal medical purposes, on the recommendation of a physician. The CUA further provides that “nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of cannabis for non-medical purposes;” and

WHEREAS, The Medical Marijuana Program Act (SB 420) took effect January 1, 2004, and added Article 2.5 (commencing with Section 11362.7) to the Health & Safety Code. SB 420 served to clarify the scope and application of the CUA by establishing California’s medical cannabis program, which program sets forth guidelines regarding how much medical cannabis patients may grow and possess without being subject to arrest and implements a voluntary patient identification card program and other provisions to protect patients and their caregivers; and

WHEREAS, Health & Safety Code section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with SB 420; and

WHEREAS, The Medical Marijuana Regulation and Safety Act (MMRSA), consisting of three bills: AB 266, AB 243 and SB 643, went into effect on January 1, 2016. This law created a State of California Bureau of Medical Marijuana Regulation (BMMR) and provided for a dual licensing scheme for “commercial cannabis activity,” related to medical cannabis, including commercial cultivation, distribution, manufacture, testing, processing, storing, transporting, delivery and sale of cannabis, also known as cannabis. The MMRSA preserved the authority of cities and counties to prohibit, regulate and/or license commercial cannabis activity within their local jurisdictions; and

1 **WHEREAS**, California Proposition 64, the California Marijuana Legalization Initiative
2 (Adult Use of Marijuana Act or AUMA), legalizes recreational use of cannabis in California, for
3 those over the age of 21 and was voted into law on November 8, 2016. AUMA provided for
4 regulatory enactment of a state licensing, regulation and enforcement scheme for recreational
5 cannabis use and allowed local jurisdictions to ban or regulate recreational cannabis-related
6 business and outdoor cultivation as well as impose certain sales and use taxes, subject to local voter
7 approval. AUMA also allowed local jurisdictions to regulate, but not to ban, the indoor cultivation
8 of cannabis for recreational use; and

9 **WHEREAS**, in June 2017 with the passing of Senate Bill 94, MMRSA and AUMA were
10 merged into one regulatory system that is now known as the Medical and Adult-Use Cannabis
11 Regulation and Safety Act (MAUCRSA). Pursuant to Business and Professions Code section
12 26200(a)(1), MAUCRSA does not “supersede or limit the right of a local jurisdiction to adopt and
13 enforce local ordinances to regulate businesses licensed under this division, including, but not
14 limited to, local zoning and land use requirements, business license requirements, and requirements
15 related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or
16 operation of one or more types of businesses licensed under this division within the local
17 jurisdiction”; and

18 **WHEREAS**, in November 2017, the State, through its various licensing agencies, released
19 licensing regulations for the various commercial activities permitted under current state law; and in
20 January 2018 began issuing temporary state licenses; and

21 **WHEREAS**, the Mono County Board of Supervisors has now had the opportunity to
22 conduct widespread community outreach and has heard adequate public comment and received
23 comprehensive input from local communities with regard to the imposition of local land use and
24 other regulations pertaining to commercial cannabis activities within the unincorporated area of the
25 County; and

26 **WHEREAS**, the inclusion of Chapter 5.60 in the Mono County Code is necessary and
27 desirable to protect the public health, safety, and welfare; enact effective regulatory and
28 enforcement controls in compliance with state law and any applicable federal enforcement
29 guidelines that may be issued; and minimize potential for negative impacts on people, communities,
30 and the environment in the unincorporated area while accommodating the health needs of medical
31 cannabis patients and establishing an avenue through which adult-use businesses may operate
32 consistent with state law; and

33 **WHEREAS**, the adoption of Chapter 5.60 is exempt from review under the Environmental
34 Quality Act (CEQA) pursuant to Business and Professions Code section 26055(h); and

35 **WHEREAS**, no provision of the Chapter created by this ordinance shall be deemed a
36 defense or immunity to any action brought against any person by the Mono County District
37 Attorney, the Attorney General of the State of California, or the United States of America;

38 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
39 MONO FINDS AND ORDAINS THAT:**

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SECTION ONE: Chapter 5.60, which is included and incorporated herein as Attachment “A” and which pertains to the local regulation and permitting of commercial cannabis activities within the unincorporated area of the County, is hereby added to the Mono County Code.

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

PASSED, APPROVED and ADOPTED this 8th day of May, 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**Chapter 5.60
CANNABIS OPERATIONS**

Sections:

- 5.60.010 – Purpose**
- 5.60.020 – PLACEHOLDER**
- 5.60.030 – Definitions**
- 5.60.040 – Permits Required**
- 5.60.050 – Exemptions**
- 5.60.060 – Limitation on Number of Cultivation Permits Available & Submission Procedure**
- 5.60.070 – Application Process**
- 5.60.080 – Review of Applications**
- 5.60.090 – Renewal and Modification Process**
- 5.60.100 – Fees**
- 5.60.110 – Cannabis Operation Permit Nontransferable**
- 5.60.120 – Commercial Cannabis Operating Requirements – All Cannabis Businesses**
- 5.60.130 – Additional Regulations for Cannabis Cultivation**
- 5.60.140 – Additional Regulations for Cannabis Retail**
- 5.60.150 – Additional Regulations for Cannabis Manufacturing**
- 5.60.160 – Additional Regulations for Cannabis Testing**
- 5.60.170 – Additional Regulations for Cannabis Distribution**
- 5.60.180 – Advertising, Packaging and Labeling Requirements**
- 5.60.190 – Suspension or Revocation of Cannabis Operation Permit**
- 5.60.200 – Procedure for Suspension or Revocation**
- 5.60.210 – Service Requirements**
- 5.60.220 – Enforcement and Penalties**
- 5.60.230 – Severability**

5.60.010 Purpose.

This Chapter provides regulations for the local permitting of commercial cannabis activities under specified conditions in the unincorporated areas of the County when authorized by a land use permit issued in accordance with the Mono County General Plan; its purpose is to protect the public health, safety, and welfare; enact effective regulatory and enforcement controls in compliance with state law and any applicable federal enforcement guidelines; and minimize potential for negative impacts on people, communities, and the environment in the unincorporated area while accommodating the health needs of medical cannabis patients and establishing an avenue through which adult-use businesses may operate consistent with state law.

Commercial cannabis activity is defined in Section 5.60.030, and includes the commercial cultivation, possession, manufacture, processing, storing, laboratory testing, packaging, labeling, transporting, distribution, or sale of cannabis or a cannabis product.

5.60.020 PLACEHOLDER

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5.60.030 Definitions.

The following words and phrases shall have the meanings set forth below when used in this Chapter.

1. “A-permit” means a County permit issued pursuant to this Chapter for cannabis or cannabis products that are intended for adults who are twenty-one (21) years of age and over and who do not possess a physician's recommendation.
2. “The Act” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as found in California Business and Professions Code section 26000, *et seq.* and as may be amended.
3. “Advertise” means the publication or dissemination of an advertisement.
4. “Advertisement” includes any written or verbal statement, illustration or depiction which is calculated to induce sales of cannabis or cannabis products, including any written, printed, graphic, or other material, billboard, sign, or other outdoor display, public transit card, other periodical literature, publication, or in a radio or television broadcast, or in any other media; except that such term shall not include:
 - a) Any label affixed to any cannabis or cannabis products, or any individual covering, carton, or other wrapper of that container that constitutes a part of the labeling.
 - b) Any educational material, editorial or other reading material, such as a news release, in any periodical or publication or newspaper for the publication of which no money or valuable consideration is paid or promised, directly or indirectly, by any permittee, and which is not written by or at the direction of the permittee.
5. “Advertising sign” is any sign, poster, display, billboard or any other stationary or permanently affixed advertisement promoting the sale of cannabis or cannabis products which are not cultivated, manufactured, distributed, or sold on the same lot.
6. “Applicant” means a person or entity who has submitted an application for a cannabis operation permit or renewal of a cannabis operation permit under this Chapter.
7. “Application” means the form(s) provided by Mono County in accordance with this Chapter for the purpose of seeking a cannabis operation permit.
8. “Approval Authority” means the Mono County Board of Supervisors or its authorized designee.
9. “Attractive to children or youth” refers to products, packaging or labeling or

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advertising that may especially encourage persons under age 21 to initiate cannabis consumption or otherwise to consume (accidentally or purposely) cannabis or cannabis products. The term includes:

- a) Products that (1) resemble a non-cannabis consumer product of a type that is typically consumed by, or marketed to, children or youth, such as a specific candy, baked treat or snack products; or (2) occur in the shape of a cartoon, human or any other animate creature, including but not limited to, an insect, toy, fruit, vehicle or robot.
- b) Packaging or labeling that (1) resembles packaging or labeling of a non-cannabis consumer product of a type that is typically consumed by, or marketed to, children or youth; (2) contains images depicting a cartoon, human or any other animate creature, including but not limited to, an insect, toy, fruit, vehicle, or robot, or images of a candy, baked good or snack products resembling a non-cannabis consumer product of a type that is typically consumed by, or marketed to, children or youth; (3) contains text referring to a cartoon, or any other animate creature including an insect, toy, fruit, vehicle or robot; or (4) contains any images, characters, or phrases that closely resemble images, characters, or phrases popularly used to advertise to children.
- c) Advertising that (1) mimics advertising of a non-cannabis consumer product of a type that is typically consumed by, or marketed to children or youth; (2) depicts a cartoon, or any non-human animate creature, including but not limited to, an insect, toy, fruit, vehicle or robot, or images of a candy, baked good or snack product typically marketed to youth; (3) uses actors or human characters who appear to be under age 21; or (4) or includes celebrities who specifically appeal to youth.

10. “Bureau” means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

11. “Cannabis” means all parts of the plant *cannabis sativa linnaeus*, *cannabis indica*, or *cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by California Health and Safety Code section 11018.5.

12. “Cannabis accessories” means any materials or devices used for packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

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13. “Cannabis business” means any business activity involving cannabis, including but not limited to cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis, of cannabis products or cannabis accessories, whether or not carried on for gain or profit.

14. “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Chapter. A cannabis concentrate is not considered food, as defined by California Health and Safety Code section 109935, or a drug, as defined by California Health and Safety Code section 109925.

15. “Cannabis operation permit” means a permit issued by the County to an applicant to perform commercial cannabis activities under this Chapter.

16. “Cannabis product” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. “Cannabis product” also means marijuana products as defined by Section 11018.1 of the California Health & Safety Code and is not limited to medical cannabis products.

17. “Cannabis retailer” or “retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, either individually or in any combination, to consumers, cannabis or cannabis products whether intended for recreational or medicinal use. “Cannabis retailer” or “Retailer” shall also mean a person required to be licensed as a retailer, microbusiness, or nonprofit pursuant to California Business and Professions Code section 26000 *et seq.*

18. “Canopy” means the designated area(s) at a licensed premise, except nurseries, that will contain mature plants at any point in time, as follows:

- a) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;
- b) Canopy may be noncontiguous, but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and
- c) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

19. “Cartoon” means any animation, drawing or other depiction of an object, person, animal, creature or similar caricature that satisfies any of the following criteria:

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- a) The use of comically exaggerated features;
- b) The attribution of human characteristics to insects, animals, plants or other objects, or the similar use of anthropomorphic technique; or
- c) The attribution of unnatural or extra-human abilities, such as imperviousness to pain or injury, x-ray vision, tunneling at very high speeds or transformation.

20. “Certificate of accreditation” means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the state.

21. “Child resistant” means designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

22. “Children or youth” mean individuals under age 21.

23. “Commercial cannabis activity” means the cultivation, possession, manufacture, processing, storing, laboratory testing, packaging, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product, but excludes those activities described in section 5.60.050 (E) of this Chapter.

24. “Commercial cannabis operation” means a person or entity who engages in commercial cannabis activities.

25. “Conditional use permit” or “use permit” means a land use permit issued under the Mono County General Plan.

26. “Constituent” means any ingredient, substance, chemical, or compound, other than cannabis or water, that is added by the manufacturer to a cannabis product during the processing, manufacture, or packing of the cannabis product.

27. “County” means the County of Mono.

28. “Cultivator” means all persons required to be licensed to cultivate cannabis pursuant to California Business and Professions Code Sections 26000, *et seq.* and 3 CCR § 8000, as may be amended.

29. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis including, but not limited to, the operation of a nursery or processing facility. Within the definition of cultivation, the permit types, corresponding to state cultivator license types set forth in California Business and Professions Code section 26061 and 3 CCR § 8201, as may be amended, apply.

30. “Day care center” has the same meaning as in California Health and Safety Code section 1596.76.

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31. “Delivery” means the commercial transfer of cannabis or cannabis products by a licensee to a customer at a non-commercial location. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer for the purpose of a commercial transfer (e.g., online sales). Deliveries within the unincorporated areas of the County are prohibited.

32. “Department” means the Mono County Community Development Department.

33. “Director” means the Director of the Mono County Community Development Department or an authorized representative.

34. “Distinguishable” means perceivable by an ordinary consumer by either the sense of smell or taste.

35. “Distribute” or “Distribution” means the procurement, sale, and transport or transfer, of cannabis and cannabis products between licensees for the purposes of conducting commercial cannabis activity authorized under California Business & Professions Code Sections 26000, *et seq.*

36. “Distributor” shall mean a person required to be licensed as a distributor pursuant to California Business and Professions Code Sections 26000, *et seq.*

37. “Edible cannabis product” or “Edible cannabis” means a cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the California Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.

38. “Greenhouse” means a fully enclosed permanent structure that is clad in transparent material with mechanical control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting for cultivation.

39. “Health-related statement” means any statement related to health, and includes statements of a curative or therapeutic nature that, expressly or by implication, suggest a relationship between the consumption of cannabis or cannabis products and health benefits, or effects on health.

40. “Hearing Officer” means a person appointed by the Approval Authority to conduct an administrative hearing under this Chapter. The appointed Hearing Officer shall be an impartial decision-maker selected by a process that eliminates risk of bias, such as:

- a) An administrative law judge provided by the State of California Office of Administrative Hearings to function as the County Hearing Officer pursuant to

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Chapter 14 of Part 3 of Division 2 of Title 3 of the California Government Code;

- b) A person selected randomly from a panel of attorneys willing to serve as a Hearing Officer;
- c) An independent contractor assigned by an organization or entity which provides hearing officers; or
- d) Such other person determined by the Approval Authority to be capable of serving as an impartial decision-maker.

41. “Hoop-House” and/or “Shade-Cloth” means a single story, unoccupied building which does not have a workstation or repair shop and is used exclusively for the growing and storage of food, herbs, ornamental crops or cannabis. Such a building must be open on one or more sides, be readily removable, be constructed of flexible material and have a cloth type membrane covering the frame.

42. “Identification card” has the same definition as in Section 11362.7 of the California Health and Safety Code, as it may be amended or renumbered.

43. “Labeling” means any label or other written, printed, or graphic matter upon cannabis or a cannabis product, upon its container or wrapper, or that accompanies any cannabis or cannabis product.

44. “Licensee” means any person holding a state license under California Business and Professions Code Sections 26000, *et seq.*, regardless of whether the license held is an A-license or an M-license and includes the holder of a testing laboratory or processor license.

45. “Licensing authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state license for commercial cannabis activities, or the state agency authorized to take disciplinary action against the licensee.

46. “Limited access area” means an area in which cannabis is stored or held and which is only accessible to the licensee and authorized personnel.

47. “Listed price” means the price listed for specific weight of flower or for cannabis products on their packages or on any related shelving, posting, advertising or display at the place where the products are sold or offered for sale.

48. “M-permit” means a County permit issued pursuant to this Chapter for commercial cannabis activity involving medicinal cannabis.

49. “Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

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50. “Manufacturer” means a person who conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

51. “Manufactured cannabis” means the same as cannabis product.

52. “Manufacturing Level 1,” for sites that manufacture cannabis products using nonvolatile solvents, or no solvents.

53. “Manufacturing Level 2,” for sites that manufacture cannabis products using volatile solvents.

54. “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products either directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.

55. “Market” or “Marketing” means any act or process of promoting or selling cannabis or cannabis products, including, but not limited to, sponsorship of sporting events, point-of-sale advertising, and development of products specifically designed to appeal to certain demographics.

56. “Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.

57. “Microbusiness” means a licensee conducting three of the following activities: Cultivation less than 10,000 square feet; Manufacturing Level 1; Distribution; and Retail. When applying for a permit, the licensee must indicate which activities will be conducted and must comply with all requirements for each activity in which the licensee engages (see California Business and Professions Code section 26070).

58. “Non-owner with a financial interest” means any person or entity with an investment into a cannabis business, a loan provided to a cannabis business, or any other equity in a cannabis business that is not qualified as an owner, excluding persons or entities whose only interest in a permittee is an interest in a diversified mutual fund, blind trust, or similar instrument (see California Business and Professions Code section 26051.5(d)).

59. “Nursery” means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

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60. “Owner” means any of the following: (1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit (or permit holder), unless the interest is solely a security, lien, or encumbrance; (2) The chief executive officer of a nonprofit or other entity applying for, or holding, a permit; (3) A member of the board of directors of a nonprofit applying for, or holding, a permit; or (4) An individual who will be participating in the direction, control, or management of the person applying for, or holding, a permit.

61. “Package” or “Packaging” means any container or wrapper that may be used for enclosing or containing any cannabis products. The term “package” does not include any shipping container or outer wrapping used solely for the transportation of cannabis or cannabis products in bulk quantity to another licensee or licensed premises.

62. “Permittee” means a person issued a cannabis operation permit under this Chapter.

63. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

64. “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or, otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one permittee. There may be multiple premises on a single parcel.

65. “Primary caregiver” has the same definition as in the California Health and Safety Code section 11362.7, as it may be amended.

66. “Processor” is a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

67. “Property owner” means the individual or entity who is the record owner of the property or premises where commercial cannabis activities are located or are proposed to be located.

68. “Public park” means an area created, established, designated, or maintained by a special district, a county, the state, or the federal government for public play, recreation, or enjoyment or for the protection of natural resources and features at the site.

69. “Purchaser” means the customer who is engaged in a transaction with a permittee for purposes of obtaining cannabis or cannabis products.

70. “Qualified patient” has the same definition as in California Health and Safety Code section 11362.7, as it may be amended or renumbered.

71. “Retailer” shall have the same meaning as cannabis retailer.

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72. “Retail” or “Retail sale” means the retail sale of cannabis or cannabis products to customers.

73. “Retail facility” means the facility out of which a cannabis retailer operates.

74. “Self-service display” means the open display or storage of cannabis, cannabis products or cannabis accessories in a manner that is physically accessible in any way to the general public without the assistance of the cannabis retailer or employee of the cannabis retailer involving a direct person-to-person transfer between the purchaser and the cannabis retailer or the employee of the cannabis retailer. Vending machines and sample trays are forms of self-service display.

75. “State” means the State of California.

76. “State license” or “license” means a state license issued pursuant to California Business & Professions Code Sections 26000, *et seq.*

77. “Testing laboratory” means a facility, entity, or site in the state that offers or performs testing of cannabis or cannabis products and that is both of the following:

- a) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activities in the state; and
- b) Licensed by the Bureau.

78. “Transport” or “transportation” means the same as “Distribute” or “Distribution”.

79. “Volatile manufacturing” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product with the use of volatile solvents or substances including but not limited to, butane and ethanol.

80. “Volatile solvent” shall have the same meaning as in California Health and Safety Code section 11362.3 (b)(3), unless otherwise provided by law or regulation.

81. “Youth center” has the same meaning as in California Health and Safety Code section 11353.1.

5.60.040 Permits required.

Commercial cannabis activities shall not be allowed in the unincorporated area of Mono County without first securing all permits, licenses, and other entitlements required by the Mono County General Plan, the Mono County Code and state law and regulation.

- A. It is unlawful for any person to conduct, engage in or allow to be conducted or engaged in a commercial cannabis activity in the unincorporated portion of Mono County, unless the County has issued such person a cannabis operation permit

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under this Chapter and the permit is in effect. Notwithstanding the above, the permits issued under this Chapter do not provide any protection or immunity for any person from state or federal laws, or from prosecution pursuant to such laws or the Mono County General Plan. The fact that an applicant possesses other types of state or County licenses or permits shall not exempt the applicant from obtaining a cannabis operation permit under this Chapter, nor shall the terms and conditions of any other such permit or license modify the requirements of a permit granted under this Chapter.

- B. A separate cannabis operation permit is required for each type of cannabis activity permitted by the County and carried out on or at the premises, regardless of ownership. For purposes of this Chapter all forms of cultivation licensed by the state are considered to be of the same type. Except for testing laboratory licenses, all license/permit classes shall be distinguished based on whether the business is for commercial adult-use cannabis activity (“A”) or for commercial medicinal cannabis activity (“M”).
- C. A conditional use permit is required for all commercial cannabis activities, unless otherwise indicated by law. The application for a use permit, and for amendments thereto and extensions thereof, shall be processed in accordance with the Mono County General Plan. The Planning Commission is the governing body authorized to consider and approve a use permit for cannabis activities and to consider extensions of and amendments to such use permits. Appeals from the decision of the Planning Commission are governed by Chapter 47 of the Mono County General Plan.
- D. Applications for a cannabis operation permit under this Chapter and a use permit or other land use entitlement for the same premises may be submitted simultaneously, however no permit shall be issued under this Chapter unless and until the corresponding land use entitlement has been approved. The cannabis operation permit must be consistent with the land use entitlement issued by the County pursuant to the Mono County General Plan, as applicable.
- E. A federally recognized tribe wishing to enter the state cannabis market or otherwise engage in commercial cannabis activities within the unincorporated area of the County for which state and/or County permits are required may, in lieu of a cannabis operation permit issued under this Chapter, enter into an MOU with the Mono County Board of Supervisors, which addresses and substantially meets the requirements of this Chapter and the Mono County General Plan.
- F. All cannabis businesses located in the unincorporated areas of the County must obtain a valid business license pursuant to Mono County Code Chapter 5.04.
- G. Pursuant to California Business and Professions Code Section 26000, *et seq.*, a valid license issued by the state shall be required to operate any commercial cannabis activity within the County and such other licenses, permits or approvals as

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may be required by any other state, local or federal governmental agency or authority.

- H. The permittee shall post or cause to be posted at the premises, all County and state permits, and licenses required to operate. Such posting shall be in a central location, visible to all persons entering the premises, at the operating site, and in all vehicles, that distribute cannabis or cannabis products.

5.60.050 Exemptions.

- A. The following are not considered commercial cannabis activities and are **exempt** from the requirements of this Chapter, except as provided in subparagraph B:
 - 1. Possession, storage, manufacturing, transportation or cultivation of medicinal cannabis, pursuant to Section 11362.7 of the California Health and Safety Code, provided the qualified patient, possesses, stores, manufactures, transports, or cultivates cannabis exclusively for his or her personal medical use, and does not provide, donate, sell, or distribute cannabis to any other person. Qualified patients shall, upon request, provide appropriate documentation to the County demonstrating that they have a valid doctor's recommendation to use cannabis for medicinal purposes. This exemption does not apply to qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate cannabis for medicinal purposes, pursuant to Section 11362.775 of the California Health and Safety Code, which section will be repealed in January 2019.
 - 2. Possession, storage, manufacturing, transportation or cultivation of medicinal cannabis by a primary caregiver on behalf of a qualified patient, within the meaning of Section 11362.7 of the California Health and Safety Code and within the amounts provided in Section 11362.77 of the same code, provided the primary caregiver does not receive remuneration for these activities except for compensation in full compliance with subsection (c) of Section 11362.765 of the same code. Primary caregivers shall, upon request, provide appropriate documentation to the County demonstrating that they are a primary caregiver for a qualified patient. This exemption does not apply to qualified patients, persons with valid identification cards, and the designated primary caregivers of qualified patients and persons with identification cards, who associate within the State of California in order collectively or cooperatively to cultivate cannabis for medicinal purposes, pursuant to Section 11362.775 of the California Health and Safety Code, which section will be repealed in January 2019.

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3. Possession, processing, storage, transportation, or donation of not more than 28.5 grams of cannabis or not more than eight (8) grams of concentrated cannabis to or by persons twenty-one (21) years of age or older pursuant to Section 11362.1 (a) of the California Health and Safety Code.
 4. The cultivation of up to six (6) cannabis plants by persons twenty-one (21) years of age or older as allowed pursuant to Section 11362.1 (a) of the California Health and Safety Code.
- B. Qualified patients or their primary caregivers engaged in cultivation or manufacturing, as described in paragraphs A.1 and A.2, shall register with the Department, on a form provided for that purpose, within ninety (90) days of the effective date of this Chapter. Nothing in this section or Chapter shall be deemed to exempt or excuse qualified patients or their primary caregivers or persons engaged in personal use under paragraphs A.3 and A.4 from compliance with any other State or local law, regulation or requirement.

5.60.060 Limitation on number of cultivation permits available & submission procedure.

- A. The number of cannabis operation permits issued by the County for cultivation under this Chapter shall be limited to ten (10). Applications will be processed in the order in which they are received. Multiple state cultivation licenses, including licenses for different cultivation types, may be permitted under one cannabis operation permit for cultivation provided they are all on the same parcel.
- B. To be eligible for consideration, applications for cultivation must be hand-delivered to an employee at the front desk of the Community Development Department office in Mammoth Lakes at the address stated on the application, during regular business hours. Upon receipt of the application, the employee will conduct a preliminary review to ensure that all required components of the application are included. A list of those components will be provided with the application form. If the employee determines that any component is missing, he or she will provide the applicant with a checklist indicating the missing item(s) and will not date stamp, initial or accept the application for processing. If the employee determines that the application contains all required components, then the application will be date stamped, initialed and accepted for processing.
- C. Application denials, or failure to correct incomplete applications within the time provided by section 5.60.080, will result in the application losing its place in the processing line. In such event, the next-received, date stamped, and initialed application will then enter the processing system.
- D. This section is only intended to create a maximum number of cannabis operation permits for cultivation that may be issued within the County. Nothing in this

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Chapter creates a mandate that the County must issue any or all of the ten (10) permits allowed for cultivation under this Chapter if it is determined that it is in the best interest of the County to issue less than the maximum number, or if the applicants do not meet the standards which are established in the application requirements.

- E. The Mono County Board of Supervisors, in its discretion, may at any time, reassess the number of cannabis operation permits for cultivation which are authorized by this section. The Board, in its discretion, may determine by resolution that the number of cannabis operation permits for cultivation permits should be reduced, or be expanded.

5.60.070 Application process.

- A. Each application, completed on the form(s) and in the manner prescribed by the Department, for an annual cannabis operation permit shall be submitted to the Department. Applications for all business types, except cultivation, may be submitted in person or by mail, email or fax; applications for cultivation must be submitted in person, in accordance with section 5.60.060.
- B. In all cases, the application shall contain, without limitation, the following. To the extent any of these requirements are identical to the state's application requirements the same documentation submitted to the state may be used for purposes of the cannabis operation permit
 1. The full name, date of birth, mailing address, email address and telephone number for all property owners, owners and applicants.
 2. Written proof (e.g., California driver's license, California identification card, or certified birth certificate) that all applicants, owners, supervisors, and employees are eighteen (18) years of age or older for M-permits, and twenty-one (21) years of age or older for A-permits.
 3. The name, date of birth, and type of government issued identification and identification number for any non-owner with a financial interest as defined in section 5.60.030.
 4. If the applicant is a business entity or any form of legal entity, information regarding the entity, including, without limitation, the name and address of the entity, its legal status, and proof of registration with, or a certificate of good standing from, the California Secretary of State, as applicable.
 5. The names and addresses of any other cannabis operations currently being operated by any of the property owners, owners, or applicants, or that have previously been operated by any of the property owners, owners, or applicants, whether in Mono County or otherwise, and a statement of

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whether the authorization for any such operation had been revoked or suspended and, if so, the reason therefor.

6. A 24-hour emergency contact phone number.
7. The physical address and assessor's parcel number(s) (APN or APNs) of the premises upon which the proposed commercial cannabis operation will be located.
8. Proof of ownership of property or premises; or if the property or premises on which the commercial cannabis operation is to occur is rented or leased, permittee shall submit written permission from the property owner containing the property owner(s)' notarized signature authorizing the permittee to engage in commercial cannabis activities, as described in the application, at the site.
9. A "to scale" diagram of the premises, showing, without limitation, a site plan, building layout, all entry ways and exits to the facility, loading zones and all areas in which cannabis, cannabis products and cannabis waste will be stored, grown or dispensed.
10. A statement of whether the applicant is applying for an M-permit or an A-permit, if applicable.
11. A completed copy of each application submitted (or to be submitted) by the applicant to the state for an annual license issued under California Business and Professions Code Sections 26000, *et seq.*
12. A list of all applicable licenses and permits required to operate the type(s) of commercial cannabis activity(ies) the applicant is seeking to engage in, including but not limited to licenses required pursuant to California Business and Professions Code Sections 26000, *et seq.*, along with a statement whether the applicant has obtained (or when he or she will obtain) such approvals.
13. A detailed operating plan which includes but need not be limited to: a full description of the proposed activities and products to be cultivated, curated and/or sold; an overview of the processes and procedures to be utilized; how chemicals, pesticides and fertilizers will be stored, handled, used and disposed, as applicable; manufacturing methods; transportation plan; inventory procedures; labor standards and employee training plan, as applicable; hours of operation; and quality control procedures, as applicable.
14. A detailed business plan.

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15. A cannabis waste management plan, as required by business type.
16. A confidential security plan, as required by business type, for review and approval by the Mono County Sheriff's Office.
17. If applicable, the applicant's seller's permit number issued pursuant to California Revenue and Taxation Code section 6001 *et seq.* or a statement that the applicant is currently applying for a seller's permit.
18. A statement by the applicant and any person involved in management that it has the ability to comply with all laws regulating cannabis businesses in the State of California and that it shall maintain compliance during the term of the permit.
19. Documentation such as resumes, portfolios, professional references or other relevant materials to demonstrate the applicant's and any person involved in management's experience or ability to successfully operate the cannabis business.
20. Authorization for the County, its agents and employees to seek verification of the information contained in the application.
21. Attestation by the applicant and owner(s) that the applicant and owner(s) will complete the Live Scan process at the Mono County Sheriff's Office.
22. Information or materials related to the rehabilitation of any applicant or owner who has been convicted of an offense which could constitute grounds for denial or revocation of a cannabis operation permit under this Chapter.
23. An enforceable agreement to defend, indemnify and hold the County harmless from any and all claims, liability, costs or other expenses associated with the processing, approval or issuance of a cannabis operation permit under this Chapter on a form provided by the County, or approved by County Counsel.
24. Certification, under penalty of perjury, that all the information contained in the application is true and correct.
25. The required application fee.
26. Any other information required by the County.

5.60.080 Review of applications.

- A. The first ten (10) date stamped and initialed applications for permits involving cultivation and all other complete applications for other types of cannabis activities will be reviewed and processed for approval. This includes review by all departments having regulatory or enforcement authority over the proposed activity, and compliance with the California Environmental Quality Act, as needed. If the Director or any other department having regulatory or enforcement authority, determines at any time during this review and processing period that additional information or materials are needed in order to adequately process the application, then he or she shall send notice to the applicant pursuant to section 5.60.210 of the required items or information and the applicant shall have fifteen (15) business days from the post mark date of that notice to provide the requested items or information without, in the case of cultivation, affecting the processing priority of the application. If the requested items or information are not submitted within the time provided, then the application will be denied as incomplete. Upon any such denial, a new application may be submitted. In the case of an application for a cannabis operation permit for cultivation, the new application, when deemed complete, shall be date stamped and initialed as of its date of submission in accordance with section 5.60.060.

- B. During the review and processing period, the applicant and owner(s) will be referred to the Mono County Sheriff's office to complete the Live Scan process. For purposes of the review required by this section, the Mono County Sheriff is authorized and directed to conduct background checks/Live Scans and to receive state summary criminal history information regarding any person for whom a background check/Live Scan is required. The Sheriff shall make a recommendation to the Approval Authority regarding the confidential security plan and the fitness and ability of the applicant and owner(s) to engage in commercial cannabis activities based on the results of the background check/Live Scan. In making the recommendation, the Sheriff may take into account any evidence of rehabilitation submitted with the application or at any time before the matter is set for decision by the Approval Authority.

- C. Upon completion of staff review and internal processing, the Director shall set the matter for decision by the Approval Authority, which shall receive and consider the input and recommendations of the Sheriff, staff, the applicant and any interested persons and, thereafter, may issue the cannabis operation permit if:
 - 1. The commercial cannabis activity, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.
 - 2. The property has all necessary land use entitlements as required by the Mono County General Plan or is legally exempt from such requirements.

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3. The applicant has demonstrated to the satisfaction of the Approval Authority that the operation, its owners and the applicant have the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.
4. No applicant or owner has been convicted of a felony or a drug related misdemeanor reclassified under Section 1170.18 of the California Penal Code (Proposition 47) within the past ten (10) years, unless the Approval Authority determines that such conviction is not substantially related to the qualifications, functions or duties of the person or activity and/or there is adequate evidence of rehabilitation of the person. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
5. The Approval Authority determines that issuance of the permit is in the best interests of the community, the County, and its citizens and visitors, based on the following:
 1. The experience and qualifications of the applicant and any persons involved in the management of the proposed cannabis business;
 2. Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed cannabis business;
 3. The adequacy and feasibility of business, operations, security, waste management, odor control, and other plans or measures submitted by the applicant;
 4. Whether granting the permit will result in an undesirable overconcentration of the cannabis industry in a limited number of persons or in a limited geographic area within the County;
 5. Environmental impacts/benefits of the cannabis business such as waste handling, recycling, water treatment and supply, use of renewable energy or other resources, etc.; and
 6. Economic impacts to the community and the County such as the number and quality of jobs created and/or other economic contributions made by the proposed operation.

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- D. The Approval Authority shall deny an application that meets any of the following criteria:
1. The applicant has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
 2. A previous cannabis operations permit issued under this Chapter for an operation involving the same applicant or owner has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
 3. The applicant or any owner has been determined, by an administrative hearing body or a court of competent jurisdiction to have engaged in commercial cannabis activities in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
- E. If the Approval Authority denies the application, it shall specify the reasons for the denial on the record or by subsequently issued written decision, which written decision shall be sent to the applicant in accordance with section 5.60.210 and applicable law.
- F. A cannabis operation permit issued under this Chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this Chapter). Permits granted within three (3) months prior to the expiration date shall skip the first renewal cycle and instead shall expire on August 31st of the following year.

5.60.090 Renewal and modification process.

- A. A cannabis operation permit may be renewed and/or modified in accordance with this section.
- B. An application for renewal and/or modification shall be filed with the Department, on the form(s) and in the manner prescribed by the Department, at least thirty (30) calendar days before expiration of the permit, accompanied by the required renewal/modification fee. If any of the documentation and information supplied by the applicant pursuant to Section 5.60.070 has changed or will change since the grant of the permit, the applicant shall submit updated information and documentation with the application for renewal and shall provide such other information as the Director may require. If an applicant fails to submit the renewal form and all associated fees thirty (30) days before August 31st, the applicant will be required to submit a new application under section 5.60.070.

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- C. If the renewal/modification application is incomplete, or if the Director determines that additional information is required, the Director will send notice to the permittee in accordance with section 5.60.210 listing the items or information to be provided. The permittee shall have fifteen (15) business days from the postmark date of the notice to submit the listed items. If the applicant fails to timely provide the items or information listed in a notice, then the renewal/modification application will be denied as incomplete.
- D. Upon the timely filing of a renewal/modification application and timely provision of any missing or supplemental information under subsection C, operations under the expired permit may continue (i.e., holdover) until the Director has made a final determination on the application, unless the permit is otherwise revoked or suspended pursuant to this Chapter.
- E. A permit may be renewed/modified by the Director upon determination that the operation meets the standards for grant of the application under Section 5.60.080 and none of the conditions for denial set forth below are present.
- F. Grounds for denial:
1. The permittee or operation fails to conform to the criteria set forth in this Chapter;
 2. The permittee is delinquent in payment of applicable County taxes on commercial cannabis activity or any other County fee or charge; or
 3. The permit is suspended or revoked or there is an enforcement proceeding pending at the time of the application.
 4. The permitted operation has failed the annual inspection performed pursuant to section 5.60.120 (A).
- G. The Director shall specify in writing the reason(s) for any denial of the renewal/modification and shall send the written decision to the applicant in accordance with section 5.60.210 with an explanation that the decision shall become final in 10 calendar days of the postmark date of the decision, unless the applicant submits a completed appeal form to the Department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office or online. Failure to submit a written request for an appeal hearing on the form provided within ten (10) business days of postmark date of the notice of denial shall constitute a waiver of the right to appeal and a failure to exhaust administrative remedies.
- H. Upon timely receipt of the completed form requesting an appeal hearing, the Director shall set the matter for hearing before the Approval Authority to be held in accordance with the requirements of 5.60.200 (E), as applicable. The

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determination of the Director shall be stayed pending appeal, unless the operation poses an immediate threat to public health and safety, as determined by the Director and stated in the written denial.

- I. If a renewal/modification application is denied, an applicant may file a new application pursuant to this Chapter.

5.60.100 Fees.

The filing of an application for a cannabis operation permit, for a renewal/modification of a cannabis operation permit, or a written request for an appeal hearing shall be accompanied by payment of such fees as the Board of Supervisors may establish from time to time to recover the County's reasonable costs. Applicants and permittees are responsible for the costs of inspections, investigations, and any other fee-associated activity established pursuant to this Chapter.

5.60.110 Cannabis operation permit nontransferable.

- A. A cannabis operation permit does not create any property interest in the permittee, is not transferable, and automatically terminates upon expiration or subsequent termination of any holdover period under subsection 5.60.090 (D), transfer or upon revocation of any corresponding conditional use permit.
- B. Whenever a corporation, limited liability company, partnership or other type of business entity permitted under this Chapter sells or transfers more than fifty percent (50%) of its corporate stock, partnership interest or other business interest or otherwise transfers more than fifty percent (50%) control in the commercial cannabis operation, a new cannabis operation permit is required pursuant to Section 5.60.070 of this Chapter.
- C. A cannabis operation permit is issued to and covers only the permittee identified on the permit with respect to the premises and activities identified on the permit. The cannabis operation permit does not run with the land.

5.60.120 Commercial cannabis operating requirements – all cannabis businesses.

Throughout the term of the cannabis operation permit, permittees, for each type of commercial cannabis activity, shall comply with this Chapter and all other applicable County or state law, ordinance or regulation, including but not limited to, the following:

- A. Cannabis businesses shall operate only in accordance with their application and all corresponding plans reviewed and approved by the County. All cannabis businesses shall be subject to an annual inspection performed by the Department to ensure compliance with this Chapter. Failure to pass the annual inspection prior to the August 31st expiration date of the cannabis operation permit may result in denial of the renewal application.

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- B. A permittee shall not materially or substantially alter the premises, the usage of the premises, or the mode or character of the business operation conducted from the premises, from that contained in the application, unless and until a modification has been authorized under 5.60.090. For purposes of this section, material or substantial physical changes include, but are not limited to, an increase or decrease in the total area of the licensed premises previously diagrammed by more than 10%, any other physical modification resulting in substantial change in the mode or character of business operation, or any change in the cannabis activity type from the approved permit.
- C. No person who is less than eighteen (18) years of age may be employed or otherwise engaged in the operation of an M-permit, and no person less than twenty-one (21) years of age may be employed or otherwise engaged in the operation of an A-permit.
- D. No person under the age of eighteen (18) shall be allowed on the premises of permittees operating pursuant to an M-permit, and no person under the age of twenty-one (21) shall be allowed on the premises of permittees operating pursuant to an A-permit.
- E. Permittees shall maintain a current register of the names of all employees and shall disclose such register for inspection by the County for purposes of determining compliance with this Chapter. At least ten (10) calendar days after hiring any new employee (including supervisors) the permittee shall provide the Director with updated information regarding that employee as required in section 5.60.070(B)(1).
- F. There shall not be a physician located in or around any commercial cannabis operation at any time for the purpose of evaluating patients for the issuance of a medical cannabis recommendation or card.
- G. No cannabis shall be smoked, ingested or otherwise consumed on the premises of any cannabis business.
- H. Alcohol shall not be sold or consumed on the premises of any cannabis business. Retailers shall prohibit patrons from entering or remaining on the premises if they are in possession of or are consuming alcoholic beverages or are under the influence of alcohol.
- I. Tobacco and/or tobacco products shall not be sold, dispensed or consumed on the premises of a cannabis retailer or in any of the public places where smoking is prohibited under state law or pursuant to Mono County Code Chapter 7.92.
- J. No firearms shall be permitted on the premises of any cannabis business without prior written approval from the Mono County Sheriff.

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- K. Permittees shall notify the Mono County Sheriff's Department and the Mono County Community Development Department immediately after discovering any of the following: diversion, theft, loss, or any criminal activity involving the commercial cannabis operation; significant discrepancies identified during inventory; or any other breach of security.
- L. Permittees shall provide the Director with the name, telephone number, and e-mail address of a community relations contact to whom the public can provide notice of problems associated with the commercial cannabis operation. The permittee shall make a good faith effort to resolve problems without the need for intervention by the County.
- M. No applicant or owner may have been convicted of a felony or a drug related misdemeanor reclassified by Section 1170.18 of the California Penal Code (Proposition 47) within the past ten (10) years, unless the Approval Authority has determined, taking into consideration the recommendation of the Mono County Sheriff, that such conviction is not substantially related to the qualifications, functions or duties of the activity and/or there is adequate evidence of rehabilitation. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
- N. Permittees shall comply with all applicable federal, state and local laws, ordinances and regulations, including without limitation, County building, land use and health codes.
- O. Permittees shall maintain all weighing devices in compliance with local, state or federal law and regulations, including but not limited to, those set and enforced by the Inyo/Mono County Agricultural Commissioner/Sealer of Weights and Measures.
- P. The property owner(s) shall be responsible for ensuring that all commercial cannabis activities at the site operate in good standing with all permits and licenses required by the Mono County Code, Mono County General Plan and state law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial cannabis activities at the site who do not maintain permits or licenses in good standing with the County or state shall be grounds for the suspension or revocation of a Use Permit pursuant to the Mono County General Plan or other enforcement action.
- Q. No unpermitted operation may advertise its products or services.
- R. Owners and permittees shall maintain clear and adequate records and documentation demonstrating that all cannabis and/or cannabis products are

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obtained from and are provided to other permitted and licensed cannabis operations only.

- S. Owners and permittees shall create, maintain and retain accurate records as identified by the state licensing authorities and in accordance with all applicable County and state laws, including but not limited to, sections 26160 and 26162 of the California Business and Professions Code.
- T. Permittees shall comply with all County and State laws and regulations for maintaining and tracking inventory, including but not limited to, the state's track and trace system, if applicable.
- U. The County shall have the right to examine, monitor, and audit the records and documentation of any cannabis business, which shall be made available to the County upon request.
- V. Permittees shall conduct commercial cannabis activities in compliance with all required County permits, state licenses, County regulation, and state law and regulation. The permittee shall be responsible for the payment of all required inspection fees, permit fees, and taxes (including, but not limited to, those taxes imposed pursuant to Chapter 3.40 of the Mono County Code, if approved by the voters).
- W. Permittees and owner(s) shall agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this Chapter from any enforcement officer of the County or their designee.
- X. It is unlawful for any owner, applicant, permittee, supervisors or employee of cannabis business to refuse to allow, impede, obstruct, or interfere with an inspection, or the review of the copying of records and monitoring (including recordings) including, but not limited to, the concealment, destruction, and falsification of any recordings or records.
- Y. Permittees and owner(s) shall indemnify, defend, and hold the County harmless from any and all claims and proceedings relating to the approval of the permit or relating to any damage to property or persons stemming from the commercial cannabis activity.

5.60.130 Additional regulations for cannabis cultivation.

In addition to the general regulations found in sections 5.60.040 and 5.60.120, cultivators shall comply with the following:

- A. The canopy area of cannabis located at any premises shall not exceed the limits set forth in the use permit issued pursuant to the Mono County General Plan, if

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applicable. The cannabis operation permit shall specify the canopy limit allowed by the permit.

- B. All indoor, greenhouse and mixed-light cultivation operations and any drying, aging, trimming and packing facilities shall be equipped with odor-control filtration and ventilation system(s) to control odors, humidity and mold in compliance with the odor mitigation plan approved under the use permit.
- C. Permittees must follow all pesticide use, storage and disposal requirements of local, state and federal law and regulations, including but not limited to, those found in 3 CCR § 8307 (a)-(b) and any requirements set and enforced by the Inyo/Mono County Agricultural Commissioner's Office.
- D. Any greenhouse must have a valid building permit issued by the Mono County Building Division and conform to applicable requirements of the California Building Code.
- E. A Hoop-House or similar structure must have an emergency escape opening on one or more sides, be readily removable for seasonal variations, be constructed of somewhat flexible material, and have a cloth type membrane or other similar membrane not exceeding six mils (1/1000in.) covering the frame. Permanent or temporary service systems, such as electrical, plumbing, gas, or mechanical systems and permanent foundation/anchoring systems are not allowed without a building permit.
- F. Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 3 CCR § 8308 and approved by the County.
- G. Permittees shall be responsible and liable for safety and security in and around the cannabis operation and shall adhere to the security plan developed and implemented in compliance with 16 CCR §§ 5042-5047, and approved by the County, which shall include, but is not limited to, the following:
 - 1. Limited access areas on the premises and measures to keep access limited to authorized personnel.
 - 2. An employee badge requirement or a similar identification and sign-in/sign-out procedure for authorized persons.
 - 3. Perimeter lighting systems.
 - 4. Installation of a video surveillance system that meets all requirements in 16 CCR § 5044. Permittees shall maintain surveillance video tapes for a period of at least thirty (30) days and shall make such videotapes available to the County upon request.
 - 5. Installation of commercial-grade, nonresidential locks on all points of entry and exit to the premises, including limited access areas.

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6. Installation of an alarm system that meets all requirements in 16 CCR § 5047.
7. Storage or security methods used to safeguard areas where the mature and immature cannabis plants are stored and where any other cannabis or cannabis products or accessories are located to prevent diversion, theft, and loss.
8. Additional methods used to deter and prevent unauthorized entrance into areas containing cannabis or cannabis products as well as to prevent unauthorized individuals from loitering on the premises or in area(s) immediately surrounding the premises.

5.60.140 Additional regulations for cannabis retail.

In addition to the general regulations found in sections 5.60.040 and 5.60.120, retailers shall comply with the following:

- A. No cannabis or cannabis products shall be visible from the exterior of the retail premises.
- B. No Retailer shall allow entry into the premises, or sell or transfer cannabis, cannabis products or cannabis accessories to another person, without first verifying the age of the recipient either by electronically scanning, or inspecting through other reliable methods, the person's identification. A retailer with an A-permit shall not sell to a person under the age of 21 and a retailer with an M-permit shall not sell to a person under the age of 18, unless that person is accompanied by a parent or guardian.
- C. All permittees, owners, supervisors and employees involved in face-to-face retail sales of cannabis or cannabis products or management of a retail facility must complete a training program on cannabis retailing best practices and health education using a curriculum and program approved by the Mono County Public Health Department. The training shall be completed prior to beginning work on the sales floor and a refresher course shall be required each subsequent year of employment with verification of the completion provided to the County. Any such program shall address the following objectives: (1) education on state and local regulatory requirements and best practices for cannabis retailing; (2) education on how to verify age requirements and inform customers about the potential effects that various dosages and products may cause; (3) practices that can lower any risks associated with cannabis use; and (4) information on how to advise customers about best practices for the storage and use of cannabis to prevent access and accidental use by individuals under the age of 18 (or 21 for retailers holding an A-permit).
- D. A cannabis retailer shall not hold or maintain a permit as a food services establishment or cottage food establishment from the County.

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- E. Cannabis retailing by means of a self-service display is prohibited.
- F. A cannabis retailer holding an A-permit may not use in its name any words or phrases implying health or therapeutic benefits, including but not limited to “health,” “wellness” or “clinic”.
- G. A permit shall not be issued for a cannabis retailer that shares an entryway with a holder of a license to sell tobacco or alcohol; a purveyor of food products; or a pharmacy.
- H. Retailers shall not sell, or allow to be sold, cannabis, cannabis concentrates or cannabis products in any amount exceeding the daily limits set forth 16 CCR § 5409.
- I. Retailers shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. Cannabis retailing is not permitted from a vehicle or non-permanent structure.
- J. Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 16 CCR §§ 5054-5055 and approved by the County.
- K. Permittees shall be responsible and liable for safety and security in and around the cannabis operation and shall adhere to the security plan developed and implemented in compliance with 16 CCR §§ 5042-5047, and approved by the County, which shall include, but is not limited to, the following:
 - 1. Limited access areas on the premises and measures to keep access limited to authorized personnel.
 - 2. An employee badge requirement that meets all requirements in 16 CCR § 5043.
 - 3. Installation of a video surveillance system that meets all requirements in 16 CCR § 5044. Permittees shall maintain surveillance video tapes for a period of at least thirty (30) days and shall make such videotapes available to the County upon request.
 - 4. Perimeter lighting systems.
 - 5. Installation of commercial-grade, nonresidential locks on all points of entry and exit to the premises, including limited access areas.
 - 6. Installation of an alarm system that meets all requirements in 16 CCR § 5047.
 - 7. Security personnel hired pursuant to 16 CCR § 5045.
 - 8. Storage methods used to store all cannabis and cannabis products in a manner to prevent diversion, theft, and loss, except for limited amounts of cannabis and cannabis products used for display purposes or immediate sale.

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9. Measures used to deter and prevent unauthorized entrance into areas containing cannabis or cannabis products in compliance with California Business and Professions Code section 26070 as well as to prevent unauthorized individuals from loitering on the premises or in area(s) immediately surrounding the premises.
- L. All sales and dispensing of cannabis and cannabis products shall be conducted in-person and entirely within the licensed premises of the cannabis retailer. The delivery of any cannabis or cannabis products by a licensee to a consumer is prohibited within the unincorporated area of the County.
- M. Hours of operation for a retail facility shall begin no earlier than 9:00 a.m. and end no later than 9:00 p.m.
- N. Retailers are prohibited from selling and advertising for sale the following:
1. Any cannabis or cannabis product that is attractive to children or youth, as determined by the County in accordance with subsection 5.60.030 (9).
 2. Any cannabis or cannabis product whose packaging or labeling is attractive to children or youth, as determined by the County in accordance with subsection 5.60.030 (9).
 3. Synthetic cannabinoid containing products.
 4. Cannabis or cannabis products that contain any noncannabinoid additive that would increase potency, toxicity or addictive potential, or that would create an unsafe combination with other psychoactive substances. Prohibited additives include, but are not limited to, nicotine, caffeine and alcohol [excepting a minimum of alcohol that is residual from manufacturing or required solvents for the cannabis containing product if the product's packaging, labeling and marketing make no other reference to alcoholic content].
 5. Any cannabis product that would otherwise be classified as a potentially hazardous food (as defined in California Health and Safety Code section 113871), including a food that requires time or temperature control to limit pathogenic microorganism growth or toxin formation.
 6. Any cannabis-infused beverages, powders, gels or other concentrates with instructions for the preparation of cannabis-infused beverages.

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7. Any cannabis product that the County determines is easily confused with a commercially available food product without cannabis.
- O. Every cannabis retailer shall maintain on the premises the original labeling and packaging provided by the manufacturer for all cannabis products that are sold or offered for sale by the establishment separately from the original packaging designed for retail sale to the consumer. The original labeling and packaging from which the contents are sold separately shall be maintained during such time as the contents of the package are offered for sale and may be disposed of upon the sale of the entire contents of such package.
- P. Retailers must display a warning sign in a prominent location within the premises with letters of not less than one-half inch in height, and must clearly state the following information:

WARNING

Are you pregnant or breastfeeding? According to the U.S. Centers for Disease Control (CDC), marijuana use during pregnancy can be harmful to your baby's health, including causing low birth weight and developmental problems.

Driving while high is a DUI. Marijuana use increases your risk of motor vehicle crashes.

Not for Kids or Teens! Starting marijuana use young or using frequently may lead to problem use and, according to the CDC, may harm the developing teen brain.

Sign posted pursuant to Mono County Code Chapter 5.60.140.

5.60.150 Additional regulations for cannabis manufacturing.

In addition to the general regulations found in sections 5.60.040 and 5.60.120, manufacturers shall comply with the following:

- A. In no case shall any hazardous, flammable or explosive substances be used to process or manufacture cannabis products on site unless all necessary permits have been obtained from the Mono County Health Department, and all other appropriate agencies.
- B. Extraction equipment used in manufacturing facilities shall be listed or otherwise certified by an approved third-party testing agency or licensed professional engineer and approved for the intended use by the County Building Official and local Fire District Chief, if any.
- C. All employees of a cannabis manufacturing facility operating potentially hazardous equipment shall be trained on the proper use of equipment and on

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the proper hazard response protocols in the event of equipment failure. In addition, employees handling edible cannabis products or ingredients shall be trained on proper food safety practices.

- D. All cannabis-infused edible products, their storage facilities and related utensils, equipment and materials shall be approved, used, managed and handled in accordance with sections 113700-114437 of the California Health and Safety Code, and the California Retail Food Code. All cannabis-infused edible products and ingredients shall be protected from contamination at all times.
- E. Edible cannabis products shall be designed, produced, manufactured, distributed, packaged and sold or distributed by a licensee in accordance with section 26130 of the California Business and Professions Code.
- H. Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 17 CCR § 40290 and approved by the County.
- I. Permittees shall be responsible and liable for safety and security in and around the cannabis operation and shall adhere to the security plan developed and implemented in compliance with 17 CCR §§ 40200 – 40205, and approved by the County, which shall include, but is not limited to, the following:
 - 1. Prevention of access to the manufacturing premises for unauthorized personnel and for the protection and safety of all employees pursuant to 17 CCR § 40200 (a).
 - 2. An employee badge requirement or a similar identification and sign-in/sign-out procedure for authorized persons in compliance with 17 CCR § 40200 (a).
 - 3. Installation of a video surveillance system that meets all requirements in 17 CCR § 40205. Permittees shall maintain surveillance video tapes for a period of at least thirty (30) days and shall make such videotapes available to the County upon request.
 - 4. Perimeter lighting systems.
 - 5. Installation of commercial-grade, nonresidential locks on all points of entry and exit to the premises, including limited access areas.
 - 6. Installation of an alarm system that meets all requirements in 16 CCR § 5047.
 - 7. Pursuant to 17 CCR §§ 40200 (b) – (c), measures to prevent against theft or loss of cannabis and cannabis products including, but not limited to, establishing an inventory track and trace system to track cannabis and cannabis products and the personnel responsible for processing it throughout the manufacturing process; limiting access of personnel within the premises to those areas necessary to

complete job duties, and to those time-frames specifically scheduled for completion of job duties; supervising tasks or processes with high potential for diversion; providing designated areas in which personnel may store and access personal items; secure and back electronic records in a manner that prevents unauthorized access and protects the integrity of the records.

5.60.160 Additional regulations for cannabis testing.

In addition to the general regulations found in sections 5.60.040 and 5.60.120, testing laboratories shall comply with the following:

- A. Testing facilities shall adopt standard operating procedures using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test cannabis and cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement.
- B. Testing facilities shall notify the County within 24 hours of conducting a test if a sample that was cultivated, manufactured, or supplied by a cannabis business located in Mono County is found to contain levels of a contaminant not allowed by the state that could be injurious to human health if consumed.
- C. Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 16 CCR §§ 5054-5055 and approved by the County.
- D. Permittees shall be responsible and liable for safety and security in and around the cannabis operation and shall adhere to the security plan developed and implemented in compliance with 16 CCR §§ 5042-5047, and approved by the County, which shall include, but is not limited to, the following:
 - 1. Limited access areas on the premises and measures to keep access limited to authorized personnel.
 - 2. An employee badge requirement that meets all requirements in 16 CCR § 5043.
 - 3. Installation of a video surveillance system that meets all requirements in 16 CCR § 5044. Permittees shall maintain surveillance video tapes for a period of at least thirty (30) days and shall make such videotapes available to the County upon request.
 - 4. Perimeter lighting systems.
 - 5. Installation of commercial-grade, nonresidential locks on all points of entry and exit to the premises, including limited access areas.

Attachment A

6. Installation of an alarm system that meets all requirements in 16 CCR § 5047.
7. Storage methods used to store all cannabis and cannabis products in a manner to prevent diversion, theft, and loss.
8. Measures used to deter and prevent unauthorized entrance into areas containing cannabis or cannabis products in compliance with California Business and Professions Code section 26070 as well as to prevent unauthorized individuals from loitering on the premises or in area(s) immediately surrounding the premises.

5.60.170 Additional requirements for cannabis distribution.

In addition to the general regulations found in sections 5.60.040 and 5.60.120, distributors based in Mono County shall comply with the following:

- A. Transportation shall only be conducted by persons licensed and permitted by the state and County to distribute cannabis and cannabis goods.
- B. Only a permittee or an authorized employee shall be in a vehicle while transporting cannabis and cannabis products. Under no circumstances shall a person under the age of 21 years old be in a commercial vehicle or trailer transporting cannabis or cannabis products.
- C. Permittees transporting cannabis and cannabis products shall only travel between licensees shipping or receiving cannabis and cannabis products and its own licensed/permitted premises when engaged in the transportation of cannabis and cannabis products. The distributor may transport multiple shipments at once in accordance with applicable laws. A distributor shall not deviate from the travel requirements set forth in 16 CCR §§ 5311, except for necessary rest, fuel, or vehicle repair stops.
- D. Under no circumstances may non-cannabis products, except for cannabis accessories as defined in Business and Professions Code section 26001(g), be transported with cannabis or cannabis products.
- E. Permittees shall not leave a vehicle or trailer containing cannabis or cannabis products unattended in a residential area or parked overnight in a residential area.
- F. All vehicles used for transporting cannabis and cannabis products shall comply with all applicable local and state law and regulation, including but not limited to, 16 CCR §§ 5311-5315.
- G. Permittees shall implement measures to keep all cannabis and cannabis products secure and inaccessible during all stages of operation and shall at all times comply with applicable local and state law and regulation for tracking,

Attachment A

storing and transporting cannabis and cannabis products, including but not limited to, 16 CCR §§ 5311-5315.

- H. Permittees shall create a shipping manifest pursuant to 16 CCR § 5314, a physical copy of which shall be maintained during transportation and shall be made available to the County upon request.
- I. Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 16 CCR §§ 5054-5055 and approved by the County.
- J. Permittees shall be responsible and liable for safety and security in and around the cannabis operation and shall adhere to the security plan developed and implemented in compliance with 16 CCR §§ 5042-5047, and approved by the County, which shall include, but is not limited to, the following:
 - 1. Limited access areas on the premises and measures to keep access limited to authorized personnel.
 - 2. An employee badge requirement that meets all requirements in 16 CCR § 5043.
 - 3. Installation of a video surveillance system that meets all requirements in 16 CCR § 5044. Permittees shall maintain surveillance video tapes for a period of at least thirty (30) days and shall make such videotapes available to the County upon request.
 - 4. Perimeter lighting systems.
 - 5. Installation of commercial-grade, nonresidential locks on all points of entry and exit to the premises, including limited access areas.
 - 6. Installation of an alarm system that meets all requirements in 16 CCR § 5047.
 - 7. Storage methods used to store all cannabis and cannabis products in a manner to prevent diversion, theft, and loss.
 - 8. Measures used to deter and prevent unauthorized entrance into areas containing cannabis or cannabis products in compliance with California Business and Professions Code section 26070 as well as to prevent unauthorized individuals from loitering on the premises or in area(s) immediately surrounding the premises.

5.60.180 Advertising, packaging and labeling requirements.

- A. Permittees shall comply with state law and regulations pertaining to packaging, product labeling and product inserts requirements for cannabis and cannabis products, including but not limited to, those provisions found in sections 26120 – 26121 of the California Business and Professions Code.

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- B. Permittees shall comply with all applicable County and state laws and regulations pertaining to the creation, publication and dissemination of advertising signs, advertising and marketing.
- C. Permittees shall not include on the label of any cannabis or cannabis product or publish or disseminate advertising or marketing containing any health-related statement.
- D. Labeling, advertising signs, advertising and marketing shall not be attractive to children or youth.
- E. No cannabis business, cannabis or cannabis product brand identification, including logos, trademarks or names, may be used or licensed for use on clothing, toys, games, or game equipment, or other items that are typically marketed primarily to or used primarily by persons under the age of 21, or that are attractive to children or youth.

5.60.190 Suspension or revocation of cannabis operation permit.

Any of the following shall be grounds for suspension or revocation of a cannabis operation permit, following the procedures in Section 5.60.200 of this Chapter or, if there is an immediate threat to the public health or safety, such other procedures as may be authorized by law.

- A. Failure to comply with one or more of the terms and conditions of the cannabis operation permit, the Mono County Code, the Mono County General Plan or state law or regulation.
- B. The cannabis operation permit was granted on the basis of false material information, written or oral, given willfully or negligently by the applicant.
- C. Suspension or revocation of the conditional use permit issued under the Mono County General Plan.
- D. Denial, revocation or suspension of the permittee's state cannabis license.
- E. Failure to pay applicable state or County taxes or fees.
- F. Conduct of the commercial cannabis operations in a manner that constitutes a nuisance, where the permittee has failed to comply with reasonable conditions to abate the nuisance as directed by the County.

5.60.200 Procedure for suspension or revocation.

- A. If the Director determines that grounds for suspension or revocation of the cannabis operation permit exist, he or she shall issue a written Notice of Intention to suspend or revoke the permit, as applicable. The Notice of Intention shall be served in

Attachment A

accordance with Section 5.60.210 on the permittee and owner(s), as reported on the permit, and on the property owner, as reported on the latest equalized assessment roll. The Notice of Intention shall describe the property, the intention to revoke or suspend the permit, the grounds for suspension or revocation, the action necessary to correct or abate the violation and a reasonable time limit for compliance.

- B. If the violation has not been corrected within the period specified in the Notice of Intention, the Director may issue a Notice of Suspension or Revocation, as applicable. The Notice of Suspension or Revocation shall be served in the same manner and upon the same persons as described above for service of the Notice of Intention and shall be effective ten (10) business days from the date it is postmarked, unless a request for hearing is submitted as described in subsection C.
- C. The permittee and/or owner shall have ten (10) business days from postmark date of the Notice of Revocation or Suspension to submit a completed appeal form, to the Department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office. Failure to submit the requisite form within ten (10) business days of postmark date of the Notice of Revocation or Suspension, shall be deemed a waiver of the right to challenge the suspension or revocation and a failure to exhaust administrative remedies.
- D. Upon receipt of a timely written request for a hearing, the Director shall set a date for a hearing to be held as soon as reasonably practicable before the Board of Supervisors or a Hearing Officer designated by the Board (“hearing body”). Notice of the hearing, including the time, date, and location of the hearing, shall be served in the same manner and upon the same persons as described above for service of the Notice of Intention. The revocation or suspension shall be stayed until the hearing body decision is final.
- E. Hearing Procedures:
 - 1. The hearing body is authorized to conduct hearings, issue subpoenas, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the cannabis operation permit.
 - 2. In any proceeding before a hearing body, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Hearing Officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.
 - 3. All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross examine opposing witnesses on any matter relevant to the issues.

Attachment A

4. The hearing body may postpone the hearing date upon good cause shown, continue the hearing during the course of the hearing, and make such other procedural orders and rulings as he or she deems appropriate during the course of the hearing.
 5. The hearing shall follow the procedures set forth in subsections 1.12.050 (E) -(L) of the Mono County Code, except that the Notice of Intention issued under this Chapter shall be treated as the Notice of Violation under those subsections and the Notice of Suspension or Revocation issued under this Chapter shall be treated as the Administrative Citation.
 6. Within thirty (30) calendar days after the close of the hearing, the hearing body shall issue a written decision, including a statement of the basis for the decision. The hearing body's written decision shall constitute the final administrative decision of the County.
- F. If neither the permittee nor the owner, nor their authorized representatives, appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies.

5.60.210 Service requirements.

Wherever this Chapter requires the County to serve notice on an applicant, permittee, property owner, or owner such notice shall be given in writing, and shall be delivered by certified U.S. mail, postage prepaid, return receipt requested. In addition, any such notice may be posted at the physical address of the premises on the date of the mailing of notice. Service shall be deemed complete upon mailing.

5.60.220 Enforcement and penalties.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

- A. Any violation of this Chapter, the Mono County General Plan, use permit or state law or regulation may be enforced through administrative citation and penalty as provided in Chapter 1.12 of the Mono County Code except that the amount of the administrative penalty shall be \$1,000 per day.
- B. Any condition caused or allowed to exist in violation of any of the provisions of this Chapter, the Mono County General Plan, use permit, or applicable state law or regulation is a public nuisance which shall, at the discretion of the County, be subject to abatement or other relief pursuant to Chapter 7.20 of the Mono County Code.
- C. Each and every violation of this Chapter, the Mono County General Plan, or applicable state law or regulation shall constitute a separate violation per day and shall be subject to all remedies and enforcement measures authorized by the Mono

Attachment A

County Code or otherwise authorized by law. Additionally, any violation shall be subject to injunctive relief, disgorgement to the County of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, restitution, and any other relief or remedy available at law or in equity. The County, including the Office of the District Attorney and the Office of the County Counsel, may pursue any and all remedies and actions available and applicable under state and local laws for any violations.

5.60.230 Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Sheriff

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sheriff Ingrid Braun

SUBJECT 2018-2019 Medi-Cal County Inmate
Program Agreement

AGENDA DESCRIPTION:

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

Proposed agreement with California Department of Health Care Services pertaining to the Medi-Cal County Inmate Program.

RECOMMENDED ACTION:

Approve County entry into 2018-19 Medi-Cal County Inmate Program Agreement (Agreement Number 18-95048, amount \$120,000.00 plus \$64.16 administrative) and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. Administrative costs for FY 2018-2019 are \$64.16. The Mono County non-federal share of Medi-Cal payments for MCIP services under this contract will not exceed \$120,000.

CONTACT NAME: Ingrid Braun

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

SEND COPIES TO:

Please send minute order and signed agreement to:

Sua Yang, Contract Liaison, California Department of
Healthcare Services, 1501 Capital Ave, MS 4506, P.O. Box
997413, Sacramento, CA 95899-7413

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[MCIP Transmittal Letter](#)

[MCIP Agreement](#)

History

Time	Who	Approval
5/3/2018 8:15 AM	County Administrative Office	Yes
5/1/2018 9:52 AM	County Counsel	Yes
5/3/2018 10:34 AM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Phillip West
Undersheriff

DATE: May 8, 2018

TO: The Honorable Board of Supervisors

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Participation in the Medi-Cal County Inmate Program for Fiscal Year 2018-2019

RECOMMENDATION:

Approve and authorize the Board Chair to sign an agreement with the California Department of Health Care Services (DHCS) for the purpose of participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Year (FY) 2018-2019.

DISCUSSION:

Mono County has participated in the MCIP since its implementation on April 1, 2017, as approved by the Board of Supervisors on February 14, 2017.

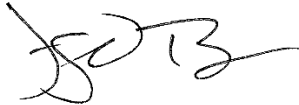
Federal law prohibits claiming Medicaid funds for healthcare services provided to inmates residing in correctional facilities. There is an exception to this federal prohibition when an inmate receives inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours, and the inmate is found to be Medicaid eligible. The MCIP allows for recoupment of Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital stay of inmates in correctional facilities who are determined eligible for Medi-Cal.

The MCIP is voluntary and counties have the option to participate in this program by entering into an agreement with the DHCS. Per legislation, there is to be no General Fund impact under MCIP. The purpose of the MCIP agreement is to establish the amounts needed to satisfy each county's responsibility to reimburse DHCS for the nonfederal share of MCIP service costs incurred by DHCS. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates.

FINANCIAL IMPACT:

Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. Administrative costs for FY 2018-2019 are \$64.16. The Mono County non-federal share of Medi-Cal payments for MCIP services under this contract will not exceed \$120,000. Mono County did not utilize the MCIP in FY 2017-2018.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', is written over a horizontal line.

Ingrid Braun
Sheriff-Coroner

Attachments: 18-19 MCIP Transmittal Letter
 18-19 MCIP Agreement



State of California—Health and Human Services Agency
Department of Health Care Services



EDMUND G. BROWN JR.
GOVERNOR

April 10, 2018

Ingrid Braun, Sheriff
County of Mono
Mono County Sheriff's Department
P.O. Box 616
Bridgeport, CA 93517

Subject: Agreement Number 18-95048

Dear Ms. Braun:

The Department of Health Care Services (DHCS) has standardized its contracting procedures and agreement formats. The enclosed agreement references on-line general terms and conditions (i.e., GTC 04/2017 or CCC 04/2017 or a GIA 610 version) that are not attached to the agreement. The cited terms may be accessed by choosing the Standard Contract Language Tab at this Internet site: <http://www.ols.dgs.ca.gov/StandardLanguage/default.htm>. The enclosed agreement is not binding until signed by both parties and approved by the appropriate state control agency (if such approval is required). No services are to be provided prior to receipt of all approvals as DHCS is unable to issue any payment prior to receipt of final approval. Expeditious handling of this agreement is greatly appreciated.

For inquiries regarding this agreement, please contact Sua Yang at (916) 552-9172 and cite the DHCS agreement number identified above. Unless otherwise instructed, do not submit an invoice to DHCS for any services rendered under the referenced agreement until a copy of the fully executed agreement is received.

Affix a signature to the enclosed agreement copy and each additional face sheet. **Submit two copies with original signatures.** Return **all** items to DHCS for further processing. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by DHCS and each visible alteration must be initialed by the person who signs the agreement.

Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued unless a signed form containing current contractor information is on file with DHCS.

Go to the Standard Contract Language Tab at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>, review the GTC version referenced on the face of the agreement as Exhibit C. Review Provision 11 of the GTC to identify the Contractor Certification Clause (CCC) number (e.g., 04/2017, etc.) that applies to the enclosed agreement. Read the cited CCC Certification in its entirety. Print-out and sign the first page of the applicable cited CCC Certification. Return the first page of the originally signed CCC Certification to the address noted below. The signed CCC will be kept on file. Failure to return the appropriate signed CCC Certification will prohibit DHCS from

_____ doing business with your firm.

_____ **Corporations:** If the Contractor is a corporation, either submit a copy of the firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the Contractor's on-line status information from the California Business Portal website of California's Office of the Secretary of State.

X _____ **Board Resolution:** If Contractor is a City or County, submit a copy of an approved Board Resolution or meeting minute approval to contract with the State. The approved Board Resolution or meeting minutes shall include the contract number and contract amount.

_____ **Business Status Certificate:** Submit a copy of the Business Status Certificate from Secretary of State with the final contract documents.

Return all designated materials to the following address:

Sua Yang, Contract Liaison
Department of Health Care Services
1501 Capitol Avenue, MS 4506
P.O. Box 997413
Sacramento, CA 95899-7413

Direct questions about this letter to Sua Yang at (916) 552-9172. Be sure to cite the DHCS agreement number in all future correspondence.

Cordially yours,

Sua Yang, Contract Liaison
Department of Health Care Services

Attachment(s)

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

Article 1 – Parties

- A. The parties to this Agreement (Agreement) are *County of Mono* (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
 - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
 - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

Article 3 – Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2018, through June 30, 2019.

Article 4 – Maximum Payable Amount

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County's inmates incurred by DHCS. The maximum payable amount shall not exceed: \$120,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2018-19	\$120,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$64.16. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2018-19	\$64.16

- C. The maximum payable amount under this Agreement shall not exceed \$120,064.16.
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

Article 5 – Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

*County Coordinator
County of Mono
Attn: Ingrid Braun, Sheriff
P.O. Box 616
Bridgeport, CA 93517
ibraun@monosheriff.org
(760) 932-7549*

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

Article 6 – Payment Terms and Invoicing

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by DHCS to the County. Addendum A attached to this

Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payments Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.
- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County

incurs the cost of providing MCIP services and claims them through the CPE process.

- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2017-18 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

Article 7 – DHCS Responsibilities

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
 - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
 - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
 - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
 - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement.
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.
- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.

- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

Article 8 – County Responsibilities

A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
 - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
 - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
 - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
 - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
 - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, two (2) FTE Staff Services Analysts/Associate Governmental Program Analysts, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to an Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

Article 9 – Amendments

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

Article 10 – Termination and Agreement Disputes

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's MCIP services incurred by DHCS for periods in which it participated in the program.

- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
 - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

Article 11 – General Provisions

A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.
- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,”

26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”

- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) “MCIP administrative services” means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) “MCIP services” constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for

coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10) The term "Medi-Cal rate" means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11) The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
 - 3) Title XIX of the Social Security Act;
 - 4) Welfare and Institutions Code section 14000 et seq.;
 - 5) Government Code section 53060;
 - 6) The California Medicaid State Plan;

- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26605.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections

14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
 - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.
 - 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

County of Mono

Signature: _____

Name: _____

Title: _____

Date: _____

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Management Unit**

Signature: _____

Name: _____

Title: _____

Date: _____

ADDENDUM A: MCIP Administrative Costs for State Fiscal Year 2018-19

The Medi-Cal County Inmate Program (MCIP) agreement is a one-year contract giving counties the option to participate on an annual basis. At the beginning of each calendar year, counties have the opportunity to participate in the program for the upcoming State Fiscal Year (SFY) by completing the MCIP Agreement.

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS, in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. For SFY 2018-19 the nonfederal share of administrative costs allocated to each county will be based on the following:

- 1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *
- 2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

DHCS will invoice participating counties for the nonfederal share of administrative costs six months after the close of the SFY based on actual administrative costs per the methodology above, not exceeding the estimated amounts in the MCIP agreements.

ADDENDUM B

HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

ADDENDUM B

HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement**A. Permitted Uses and Disclosures of PHI by Business Associate**

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish

ADDENDUM B

HIPAA Business Associate Addendum

the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

ADDENDUM B

HIPAA Business Associate Addendum

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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HIPAA Business Associate Addendum

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

ADDENDUM B

HIPAA Business Associate Addendum

- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

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contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

ADDENDUM B

HIPAA Business Associate Addendum

- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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HIPAA Business Associate Addendum

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

ADDENDUM B

HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

TIME REQUIRED

SUBJECT

Proposed Ordinance amending
Chapter 7.20 of the Mono County
Code to establish expedited
procedures for cannabis
enforcement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance amending Chapter 7.20 of the Mono County Code pertaining to public nuisances to add expedited procedures for addressing and abating nuisances arising from cannabis operations in violation of the Mono County Code, Mono County General Plan or other applicable law.

RECOMMENDED ACTION:

Adopt proposed ordinance ORD18-___, Amending Chapter 7.20 of the Mono County Code Pertaining to Public Nuisances to Add Expedited Procedures for Addressing and Abating Nuisances Arising from Cannabis Operations in Violation of the Mono County Code Mono County General Plan or Other Applicable Law. Direct staff to file a notice of exemption under the California Environmental Quality Act for the ordinance. Provide any other desired direction to staff.

FISCAL IMPACT:

Hearing officer costs are estimated at \$5,000 per hearing. Abatement costs will vary depending on the size and nature of the operation and would be made a special assessment against the property. The anticipated funding source is the proposed cannabis business tax (Measure D) which is on the June 5 ballot for approval by the voters. If Measure D does not pass, then the County would either pay these enforcement costs out of the General Fund, or minimize its enforcement activities.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 924-1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff report](#)

History

Time	Who	Approval
5/3/2018 8:28 AM	County Administrative Office	Yes
5/3/2018 11:44 AM	County Counsel	Yes
5/3/2018 10:54 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: May 8, 2018

Re: Ordinance amending Chapter 7.20 of the Mono County Code to create an expedited process for addressing cannabis-related code violations.

Recommended Action

Adopt proposed ordinance amending Chapter 7.20 of the Mono County Code pertaining to public nuisances to add expedited procedures for addressing and abating nuisances arising from cultivation operations in violation of the Mono County Code, Mono County General Plan or other applicable law. Provide any desired direction to staff.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

Costs to employ a qualified attorney hearing officer are estimated at \$5,000 per hearing. Abatement costs will vary depending on the size and nature of the activity and would be made a special assessment against the property. The anticipated funding source is the proposed cannabis business tax (Measure D) which is on the June 5 ballot for approval by the voters. If Measure D does not pass, then the County would either pay these enforcement costs out of the General Fund or be forced to minimize enforcement activities.

Discussion

The County's existing code enforcement and nuisance abatement tools (Chapters 1.12 and 7.20, respectively, of the Mono County Code) have proven to be less than ideal in addressing illegal cannabis activities in the County, due to the length of time it takes for procedures under these sections to be finalized. The

cannabis “business” lends itself to quick profits and therefore creates an incentive for individuals to set up operations quickly, make a profit and then shut down before traditional enforcement or abatement procedures have run their course. It is for this reason that the County had to resort to costly and time-consuming litigation last summer to address an illegal cannabis cultivation operation in the Benton area.

While some delay in enforcement/abatement is critical for due process reasons (i.e., the need to hold an evidentiary hearing at which testimony and evidence is taken by a neutral decision maker) there are ways to expedite that process which are in accord with due process requirements. For this reason, it is proposed that the Board adopt the proposed ordinance, which would implement expedited notice, hearing and abatement procedures for violations involving cannabis activities. Further, because the ultimate goal of any enforcement program is to deter illegal activities (rather than abate them after they have commenced), robust and effective enforcement mechanisms such as contained in the proposed ordinance also serve as deterrents to illegal activities.

The proposed ordinance would amend Chapter 7.20 of the Mono County Code, which contains the County’s current nuisance abatement provisions, to add an expedited notice and hearing process for violations involving cannabis activities (e.g., illegal cultivation, manufacturing, testing etc.). The expedited procedure eliminates initial review by the Board of Supervisors by empowering the Code Compliance Specialist to issue a declaration of nuisance, administrative citation, order to abate and notice of hearing in a single document. It then provides a choice between utilizing a paid, neutral attorney hearing officer, or the Board of Supervisors, to hear and decide on the existence of the violation/nuisance, abatement and the imposition of fines.

The proposed ordinance is intended as a companion to proposed Chapter 5.60 (also on your agenda today) in that Chapter 5.60 contains aggressive enforcement tools related to revoking or suspending cannabis operating permits by licensed operations, but does not contain tools specifically targeted at addressing unpermitted operations.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417.



ORDINANCE NO. ORD18-__

**AN ORDINANCE OF THE MONO COUNTYBOARD OF SUPERVISORS
AMENDING CHAPTER 7.20 OF THE MONO COUNTY CODE
PERTAINING TO PUBLIC NUISANCES
TO ADD EXPEDITED PROCEDURES FOR ADDRESSING AND ABATING
NUISANCES ARISING FROM CANNABIS OPERATIONS
IN VIOLATION OF THE MONO COUNTY CODE,
MONO COUNTY GENERAL PLAN OR OTHER APPLICABLE LAW**

WHEREAS, Chapter 7.20 of the Mono County Code, enacted in 1971, establishes a process for the abatement of public nuisances within the unincorporated areas of Mono County; and

WHEREAS, Chapter 7.20 defines a public nuisance to include, among other things, any violation of the Mono County Code, General Plan, or other land-use planning document, any violation of a license or permit issued by the County, or any violation of state law or regulation; and

WHEREAS, before a violation may be abated under Chapter 7.20, the following procedures must be followed: the Board of Supervisors adopts a resolution alleging the existence of the nuisance; the Code Enforcement Specialist prepares and files a report with the Board and District Attorney describing the conditions alleged to constitute the nuisance; a noticed public hearing before the Board is held; and the Board determines the existence of the nuisance and manner of abatement; and

WHEREAS, the procedures described above are inadequate to address and deter violations associated with illegal and/or unpermitted cannabis cultivation or other related operations due to the length of time required to complete compared to the relatively short time frame for growing, harvesting and processing cannabis, the financial incentives associated with the cannabis market and the potential for significant environmental harm and risk to public health and safety associated with such activities; and

WHEREAS, accordingly, the Board wishes to amend Chapter 7.20 to add an alternative, expedited process for the declaration and abatement of public nuisances involving illegal or unpermitted cannabis operations or activities and for the imposition of fines related thereto; and

WHEREAS, the procedures established by this Ordinance do not apply to bona fide activities carried out by a qualified patient or designated primary caregiver under Health and Safety Code Sections 11362.7, 11362.77 and 11362.765 or to personal use pursuant to Health and Safety Code Section 11362.1 not in violation of any state or local law;

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

3 **SECTION ONE:** Section 7.20.030 of the Mono County Code is hereby amended in its entirety
4 to read as follows:

5 **“7.20.030 – Nuisance Declaration**

6 A. Standard Procedure. The Board shall adopt a resolution alleging the existence of a
7 public nuisance which includes a description of the conditions believed to constitute
8 the nuisance, the location of the property, including the street address (if any) and
9 assessor’s parcel number, and the name(s) of the owner(s) and known or reasonably
10 identifiable occupant(s) of the property. The resolution shall direct the Clerk of the
11 Board to schedule a hearing on a date ordered by the Board or set by the Clerk. The
12 resolution shall further direct the Director to prepare and submit a report as set forth
13 in section 7.20.040 (A).

14 B. Expedited Procedure for Cannabis Cultivation. For violations involving cannabis
15 cultivation, processing, manufacturing, testing, possession, distribution or sale
16 (“cannabis activities”), in lieu of the procedures described above, the Director may
17 issue a Declaration of Nuisance, Administrative Citation, Order to Abate and Notice
18 of Hearing (“Notice”) to the owner(s) and any known or reasonably identifiable
19 occupant(s) of the property which contains the information set forth in section
20 7.20.040 (B).”

21 **SECTION TWO:** Section 7.20.040 is hereby amended in its entirety to read as follows:

22 **“7.20.040 – Report or Notice**

23 A. Standard Procedure. The Director shall prepare a report which shall be submitted to
24 the Clerk of the Board and served on the owner(s) and any known or reasonably
25 identifiable occupant(s) of the property in accordance with section 7.20.050 no later
26 than seven (7) calendar days prior to the date set for the hearing. The report shall
27 contain the following:

- 28 1. The name of the owner of the property upon which the violation exists, as
29 stated in the latest equalized assessment roll and any known or reasonably
30 identifiable occupants;
- 31 2. The location of the property by street address (if any) and assessor’s parcel
32 number;
3. A statement that one or more violations of county code or other applicable law
 exist on the property and describing the violation(s);
4. A description of the methods proposed to be used to abate the alleged
 nuisance;
5. An estimate of the cost of abatement, including staff time;
6. The date, time and location of the hearing and a statement that the owner(s)
 and/or occupant(s) will be given an opportunity at the hearing to present and
 elicit testimony and/or other evidence regarding whether the conditions
 existing on the property constitute a public nuisance under the Mono County
 Code or whether there is any other good cause why those conditions should
 not be abated.

 B. Expedited Procedure for Cannabis Activities. The Director shall prepare a Notice
which shall be served on the owner(s) and any known or reasonably identifiable

1 occupant(s) of the property in accordance with section 7.20.050. The Notice shall
2 contain the following:

- 3 1. The name of the owner of the property upon which the violation exists, as
4 stated in the latest equalized assessment roll and any known or reasonably
5 identifiable occupants;
- 6 2. The location of the property by street address (if any) and assessor's parcel
7 number;
- 8 3. A statement that one or more violations of county code or other applicable law
9 exist relating to the cultivation of cannabis on the property and describing the
10 violation(s) and the actions required to abate;
- 11 4. A statement that the owner(s) or occupant(s) of the property are required to
12 abate the violation within ten (10) calendar days after the date of the service of
13 the notice or that daily fines will accrue as set forth in Chapter 5.60 of the
14 Mono County Code.
- 15 5. Notice that unless the owner(s) or occupant(s) abate the listed violation(s) and
16 provide proof of abatement satisfactory to the Director within ten (10)
17 calendar days, a hearing will be scheduled and held before the
18 Board of Supervisors or an administrative hearing officer to determine if there
19 is any reason why the violation(s) should not be abated;
- 20 6. The date, time and location of the hearing before the Board of Supervisors or
21 a hearing officer, as described in section 7.20.060, and a statement that the
22 owner(s) and/or occupant(s) will be given an opportunity at the hearing to
23 present and elicit testimony and/or other evidence regarding whether the
24 conditions existing on the property constitute a public nuisance under the
25 Mono County Code or whether there is any other good cause why those
26 conditions should not be abated.
- 27 7. A statement that unless the owner(s) or occupant(s) abate the violation(s) or
28 show good cause before the Board or administrative hearing officer why the
29 conditions should not be abated, the Director will abate the nuisance.
- 30 8. A statement that the costs of abatement, including administrative costs, may
31 be made a special assessment added to the county assessment roll and become
32 a lien on the real property.”

SECTION THREE: Section 7.20.050 is hereby amended in its entirety to read as follows:

“Section 7.20.050 – Service.

- A. Service shall be made by first class mail, postage prepaid to the address of the owner(s) as listed on the latest equalized assessment roll and to the address of any known or reasonably identifiable occupant(s) of the property, if such address may be reasonably determined, or by personal delivery on same, and by posting in two conspicuous location on the property. Service shall be deemed complete upon the later date of: (1) five calendar days after mailing or the date personal service is made; or (2) five calendar days after posting.
- B. The failure of any owner(s) or occupant(s) to allow posting or to receive a report or Notice served as provided in this section shall not affect the validity of proceedings under this Chapter.”

SECTION FOUR: Section 7.20.060 is hereby amended in its entirety to read as follows:

“Section 7.20.060 – County Hearing Officer for Expedited Cannabis Enforcement.

- 1 A. Establishment of Office. For the purposes of hearing and determining expedited
2 proceedings related to cannabis activities which are not otherwise heard by the Board
3 of Supervisors, there is hereby established the Office of County Hearing Officer,
4 pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of
5 Title 3 of the California Government Code, to which office the Board of Supervisors
6 may by resolution appoint one or more administrative hearing officers and establish a
7 process for assigning hearings.
- 8 B. Selection of Hearing Officer. The County Administrative Officer, in consultation with
9 County Counsel, shall be responsible for recruiting, selecting and contracting with
10 qualified neutral hearing officer[s] who may be private attorneys or professional
11 hearing officers from the California Office of Administrative Hearings. The
12 compensation and/or future appointment of any hearing officer shall not be directly or
13 indirectly conditioned upon the substance of his or her rulings, including but not
14 limited to the amount of administrative fines levied. Any private attorney hearing
15 officer shall be an independent contractor appointed for a period of not less than one
16 year. If the Board of Supervisors appoints more than one hearing officer, each
17 hearing required under this Chapter shall be assigned to a hearing officer set by the
18 Clerk of the Board using a random selection process. Whether a hearing officer or the
19 Board acts as the administrative hearing body for any matter shall be determined by
20 the Clerk based solely on which is available sooner or, if the Board has established a
21 process for assigning hearings under subdivision A, in accordance with that process.
- 22 C. Qualifications of Hearing Officer. Each hearing officer shall be an attorney at law in
23 good standing who has been admitted to practice before the courts of the state of
24 California for at least five years or a designated hearing officer from the California
25 Office of Administrative Hearings.
- 26 D. Powers of Hearing Officer. Hearing officers shall have all powers set forth in
27 Government Code Sections 27721 and 27722, as well as the power to continue a
28 hearing one time for no more than ten (10) calendar days upon a showing of good
29 cause by a party, the power to prepare a record of proceedings and the power to
30 uphold fines and abatement orders and order that the cost of the abatement and any
31 unpaid fines be specially assessed against the property upon which the violation
32 occurred.

SECTION FIVE: Section 7.20.070 is hereby amended in its entirety and shall read as follows:

“Section 7.20.070 – Conduct of Expedited Hearings.

Pursuant to Government Code Sections 25845(i) and 27721(A), the Board of Supervisors or designated hearing officer shall hold an administrative hearing to determine whether the conditions described in the Notice constitute a nuisance under the Mono County Code or other relevant law, or whether there is any other good cause why the conditions should not be abated. The hearing shall be held no less than ten (10) calendar days and no more than twenty (20) calendar days after service of the Notice. Upon written request by an owner or occupant, received by the Clerk of the Board no less than five (5) calendar days before the scheduled hearing date, the hearing may be continued one time for good cause at the discretion of the Board or hearing officer, for not longer than ten (10) calendar days.

- A. General. Administrative hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply. Witnesses shall be sworn. The

1 Board or hearing officer may question witnesses at any time and recall them as
2 necessary. All participants, including parties, counsel and witnesses are expected
3 to maintain a civil demeanor and to present only relevant evidence. The hearing
4 officer may refuse to admit into the record any evidence which he or she
5 determines to be irrelevant.

6 B. Hearing Procedures.

- 7 i. The Director shall post the Notice and any staff report, or other relevant
8 evidence to be considered by the hearing officer, on the Mono County
9 Code Compliance webpage at least five days before the scheduled hearing
10 date.
11 ii. The owner or occupant shall be given an opportunity at the hearing to
12 present and elicit testimony or other evidence regarding whether the
13 conditions existing on the property constitute a nuisance under this
14 chapter, whether there is any other good cause why those conditions
15 should not be abated, or whether any fines were levied inappropriately.
16 iii. In the event that the owner or occupant does not appear and present
17 evidence at the hearing, the Board or hearing officer may base the decision
18 solely upon the evidence submitted by the Director. Failure of the owner
19 or occupant to appear and present evidence at the hearing shall constitute a
20 failure to exhaust administrative remedies.
21 iv. The Board or hearing officer shall consider the matter de novo, and may
22 affirm, reverse, or modify the determinations contained in the Notice.

23 C. Post-Hearing Procedures.

- 24 i. The Board or hearing officer shall issue a written decision, which shall
25 include findings relating to the existence or nonexistence of the alleged
26 violation(s), findings related to the appropriateness of the fines levied, and
27 findings concerning the propriety and means of abating the conditions
28 described in the Notice.
29 ii. The decision shall be mailed in accordance with Section 7.20.050 to, or
30 personally served upon, the party requesting the hearing, any other parties
31 upon whom the notice was served, and the Director. If an owner or
32 occupant was represented by counsel at the hearing, a copy of the decision
shall instead be mailed in accordance with Section 7.20.050 to or
personally served upon his/her counsel. The decision shall constitute the
County's final administrative decision when signed by the Board Chair or
hearing officer and served as provided herein.
iii. The written decision must contain a statement of the violation(s) and/or
nuisance(s) requiring abatement, findings of fact on material issues and
the grounds in the record for those findings; any related conclusions of law
or policy; any aggravating or mitigating circumstances that are pertinent to
the decision; costs, fines and penalties and the reasons therefor; if
requested by the Director, an order authorizing the County to abate the
nuisance and for the cost of the abatement to be specially assessed against
the parcel; and a statement that the decision is final and may be appealed
to the Superior Court as set forth below.

D. Appeal. All final administrative decisions or orders may be appealed pursuant to
Government Code Section 53069.4.”

SECTION FIVE: The title of Section 7.20.080 is hereby amended to read as follows:

1
2 **“7.20.080 – Nuisance Hearing – Standard Procedures”**

3 **SECTION SIX:** Section 7.20.090 is hereby amended in its entirety to read as follows:

4 **“7.20.090 – Abatement – Standard and Costs**

5 A. Standard Procedures.

6 Upon confirmation of the Director’s report through resolution directing abatement,
7 the Director shall obtain an abatement warrant from the superior court and, pursuant
8 thereto, cause the abatement of the nuisance in the manner authorized or, if no
9 specific manner is authorized, in the manner determined by the Director to be most
10 reasonable and expeditious. The cost of abatement, including all administrative costs,
11 shall be added to the County assessment roll as a special assessment on the property
12 and become a lien on the real property upon confirmation by the Board of Supervisors
13 in accordance with the procedures set forth in sections 7.20.100 through 7.20.130.

14 B. Expedited Procedure for Cannabis Activities.

15 Upon issuance of the written decision by the Board or hearing officer ordering
16 abatement, the Director shall obtain an abatement warrant from the superior court
17 and, pursuant thereto, cause the abatement of the nuisance in the manner authorized
18 or, if no specific manner is authorized, in the manner determined by the Director to be
19 most reasonable and expeditious. The cost of abatement, including all administrative
20 costs, if not paid within ten (10) calendar days of service of the invoice in accordance
21 with section 7.20.050, shall be added to the County assessment roll as a special
22 assessment on the property and become a lien on the real property. The procedures set
23 forth in sections 7.20.100 through 7.20.130 shall not apply.”

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

30 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2018,
31 by the following vote, to wit:

32 **AYES:**

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Finance, CAO

TIME REQUIRED

SUBJECT Proposed contract with C.Toeller
Consulting for process and project
management services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with C. Toeller Consulting pertaining to process and project management services covering continued implementation of the Harris Innoprise Suite of Products plus the addition of implementation project management services for the OpenGov application.

RECOMMENDED ACTION:

Authorize the Chair of the Board to sign contract with C. Toeller Consulting in an amount not to exceed \$60,032 for the period of April 1, 2018 through November 30, 2018.

FISCAL IMPACT:

The cost of this contract extension for the remainder of FY 2017-18 is \$22,512 and there is enough budget savings to cover the additional cost. The cost of this contract extension for FY 2018-19 is \$37,520 and this amount is included in the Finance Department's requested budget.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Contract
<input type="checkbox"/> Attachment

History

Time	Who	Approval
5/3/2018 8:20 AM	County Administrative Office	Yes
5/3/2018 11:43 AM	County Counsel	Yes
5/3/2018 10:54 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

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

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

Date: May 8, 2018

To: Honorable Board of Supervisors

From: Janet Dutcher, Director of Finance
Leslie Chapman, County Administrative Officer

Subject: Proposed contract with C. Toeller Consulting for process and project management services

Actions Requested:

Approve and authorize the Chair of the Board to sign contract with C. Toeller Consulting in an amount not to exceed \$60,032 for the period of April 1, 2018 through November 30, 2018.

Discussion:

The County first engaged Carie Toeller of C. Toeller Consulting in August 2015 to assist County staff with the implementation of the Harris Innoprise Suite of Products. As of May 1, 2018, the vendor's continued services as itemized in the attached contract are essential for completing the County's implementation of the final Harris products listed below:

- Human Resources Module
- On Line Personnel Action Form (PAF)
- Citizen Access – Applicant Tracking
- Employee Self Service Portal which includes:
 - On Line Pay Stubs
 - On Line Demographic Data Changes
 - On Line Employment Forms
 - On Line Time Card Entry
 - Departmental Time Entry Reporting

Depending on Harris developer involvement and on-going support issues with the Harris Suite of Products, we anticipate completing implementation of those products listed above by the end of November 2018. Current staff do not have the capability or capacity to perform these services in-house without expertise from external professionals.

This contract also adds implementation project management services for the County's OpenGov applications listed below:

- Open Town Hall

- Financial Reporting and Analysis Application with Integration to Innoprise Financials
- Budget Builder
- Budget Book by Workiva

Implementation of the OpenGov applications is scheduled for completion by the end of October 2018. Current staff have the capability of performing these services in-house but do not have the capacity given the volume of current work assignments.

The prior contract expired March 31, 2018. This contract is being brought forward for Board approval because the total of the two contracts places the annual contract amount at more than the CAO's signing authority.

Fiscal Impact:

The cost of this contract for the remainder of FY 2017-18 is \$22,512 and there is enough budget savings to cover the additional cost. The cost of this contract extension for FY 2018-19 is \$37,520 and this amount is included in the Finance Department's requested budget.

**AGREEMENT BETWEEN COUNTY OF MONO
AND C. TOELLER CONSULTING
FOR THE PROVISION OF PROCESS AND PROJECT MANAGMEENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Process and Project Management services of Carie Toeller, dba C. Toeller Consulting, of El Dorado Hills, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from April 1, 2018, to November 30, 2018, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$60,032 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs,

computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

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

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ ~~\$2,000,000.00 general aggregate~~. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the

contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance.** A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Janet Dutcher, CPA, CGFM
Finance Department, Mono County
P.O. Box 556
Bridgeport, CA 93517
760-932-5494, jdutcher@mono.ca.gov

Contractor:
Carie Toeller

C. Toeller Consulting
608 Ruscello Court
El Dorado Hills, CA 95762
916-337-7575, carie.toeller@gmail.com

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: Carie Toeller

Dated: _____

Dated: April 20, 2018

Taxpayer's Identification or Social Security Number: 566-55-4830

APPROVED AS TO FORM:

Stacy Smith
County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND C. TOELLER CONSULTING
FOR THE PROVISION OF PROCESS AND PROJECT MANAGEMENT SERVICES**

TERM:

FROM: APRIL 1, 2018 TO: NOVEMBER 30, 2018

SCOPE OF WORK:

See Proposal For Contract Extension dated April 9, 2018 attached hereto as an exhibit and incorporated by this reference. In the event of any conflict between the proposal and this Agreement, the provisions of this Agreement shall govern.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND C. TOELLER CONSULTING
FOR THE PROVISION OF PROCESS AND PROJECT MANAGEMENT SERVICES**

TERM:

FROM: APRIL 1, 2018 TO: NOVEMBER 30, 2018

SCHEDULE OF FEES:

See page 6 of Proposal For Contract Extension dated April 9, 2018 attached hereto as an exhibit and incorporated by this reference. In the event of any conflict between the proposal and this Agreement, the provisions of this Agreement shall govern.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED C. Toeller Consulting 608 Ruscello Ct El Dorado Hills, CA 95762	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1940647-CGL-18	03/28/2018	03/28/2019	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mono County Bridgeport Courthouse Annex II

CERTIFICATE HOLDER**CANCELLATION**

Mono County Bridgeport Courthouse Annex II
 25 Bryant Street
 Bridgeport CA 93517

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett A. Loeffler

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED C. Toeller Consulting 608 Ruscello Ct El Dorado Hills, CA 95762	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-1940647-EO-18	03/28/2018	03/28/2019	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mono County Bridgeport Courthouse Annex II

CERTIFICATE HOLDER**CANCELLATION**

Mono County Bridgeport Courthouse Annex II
 25 Bryant Street
 Bridgeport CA 93517

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett A. Luskoff

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***Proposal for Contract Extension
Mono County, CA***

Process and Project Management Services

Submitted by:
Carie Toeller
C. Toeller Consulting
April 9, 2018

*Carie Toeller
C. Toeller Consulting
608 Ruscello Ct. El Dorado Hills, CA 95762
916-337-7575
carie.toeller@gmail.com*

Janet Dutcher
Finance Director
Mono County
PO Box 495
Bridgeport, CA 93517

Dear Janet,

Thank you for the opportunity to provide you with a proposal for contract extension for process and project management services. I am looking forward to assisting you in guiding the projects through to completion.

Sincerely,

Carie Toeller

Proposal Overview

Based upon initial implementation work having been performed at Mono County, please find outlined below:

- Scope of Services
- Services Offered
- Timing and Hours Commitment
- Cost Proposal
- Overview of Qualifications
- Resume

Scope of Services

For the Harris Innoprise Suite of Products:

- Provide facilitation on an as needed basis for production environment stability of the new payroll system.
- Provide implementation project management services for:
 - Human Resources Module
 - On Line Personnel Action Form (PAF)
 - Citizen Access – Applicant Tracking
 - Employee Self Service Portal which includes:
 - On Line Pay Stubs
 - On Line Demographic Data Changes
 - On Line Employment Forms
 - On Line Time Card Entry
 - Departmental Time Entry Reporting
- Provide implementation project management services for OpenGov Applications:
 - Open Town Hall
 - Financial Reporting and Analysis Application with Integration to Innoprise Financials
 - Budget Builder
 - Budget Book by Workiva

Services Offered

Project Management Activities as Specified by the Harris

- Focal Point for Vendor Communications
- Manage Scope Against the Vendor Statement of Work
- Manage Overall Project Plan
- Coordinate County Project Resources (as it pertains to assigning and tracking against progress on project tasks)
- Manage and Communicate Client Deliverables
- Establish Project Roles & Responsibilities
- Facilitate Project Communications
- Coordinate Required Facilities for Project Meetings, Training, etc.
- Establish and Maintain Project Documentation & Procedural Standards
- Manage Issues and Resolve Schedule Deviations
- Participate in Project Meetings
- Manage Project Change Control
- Facilitate Change Management Activities
- Facilitate Knowledge Transfer Activities
- Facilitate Resource Assignment and Availability
- Facilitate Review, Decision Making, and Implementation of Harris Recommendations
- Provide Documentation and Materials as Required

Project Management Activities as Specified by the Open Gov:

- Serve as primary contact for OpenGov deployment, launch, and ongoing platform development.
- Coordinate meetings and schedules.
- Control communication between the customer and the OpenGov teams.

Additional Project Management Services to be Provided as Applicable:

- Manage project scope and performance against timelines
- Facilitate resource identification, task assignment, tracking of work, and coordination of staff time-off against key schedule milestones
- Coordinate customization requests should those arise
- Manage all facets of testing preparation and execution
- Manage Issue, Action Item and Testing Logs
- Track and pursue county and vendor deliverables
- Facilitate conflict escalation should that be needed

Business Process Change Management As Requested

- Review and document current high-level departmental business processes as pertaining to the project scope, including department intersections and handoffs as needed.
- Identify critical and potential areas for process change and facilitate transition
- Ensure new county specific practices are included in train-the-trainer documentation and training sessions

Facilitation of Production Environment Stability

- Facilitate production support meetings with vendor
- Take and distribute meeting notes
- Collect, track, escalate and drive open issues to closure
- Ensure timely delivery activities related to the resolution or closure of remaining issues.
- Ensure sufficient system outputs for required internal, external, and state reporting.

Timing and Hours Commitment

I estimate the effort required to provide the services detailed above as follows:

- *Duration: April 1, 2018 – November 31, 2018 (8 months)*
- *Hours: Ranging from fifty-two (52) to sixty-eight (68) hours per month (unless approved) but not to exceed a total contract cap of four-hundred and eighty (480) hours.*
- *Travel: To be determined based on need, however, will not exceed an average of one (1) three-day visit per month.*

Note: Majority of monthly working hours to be conducted remotely via conference calls and with regular communications to all members of the project team.

Cost Summary

Billing Policies

- Clients are billed at an hourly rate, not to exceed contracted amount.
- Clients are billed only for hours incurred.
- Hours worked above and beyond the contracted cap are tracked but are not billed unless approved.
- I reserve the right to request an amendment to the original contract for frequent hour's overages based on necessity for the overall success of the project.
- Invoices will be accompanied by a detailed accounting of hours spent.
- Travel expenses are billed as incurred but are estimated below.
- Meals and mileage are billed at the 2018 tier 1 government daily per diem rate. Meal receipts can be provided if desired, but will generally total to over or under the daily per diem amount.

Estimated Costs

<i>Hours</i>	
Preferred Client Discounted Rate Per Hour	\$110
Monthly Hours Average	60
Average Hours Billing Per Month	\$6600
<i>Travel (Avg 1 Visit per Month)</i>	
Avg. Miles Round Trip El Dorado Hills, CA – Mono County, CA	460
Mileage billed at 54.5 cents per mile	\$250
Meals Per Diem Per Day	\$51
Average 4 Days Per Diem	\$204
Lodging Average Per Night	\$150
Average 3 Nights Lodging	\$450
Estimated Travel Expense per Month	\$904
<i>Totals</i>	
Average Monthly Billing	\$7,504
Total Billing for Eight (8) Months Not to Exceed	\$60,032

Qualifications Overview

Since opening my own consulting practice in 2005, I have maintained a steady pace of business based on referral, and I am often called upon by former clients when they have need of management services.

Having worked in project and business operations management in the technology industry for over twenty years, the last seventeen years spent working with local government agencies in the state of California, I bring a wide breadth of knowledge to the projects I undertake. I have worked both on behalf of vendors and government agency clients, and find I have gained valuable perspective by undertaking both roles.

Software implementations can sometimes be trying. Through thorough planning, clear communication, detailed tracking, comprehensive documentation, and constant facilitation, my primary focus is to make the undertaking easier on my clients and to help ensure project success.

Please refer to my resume for additional details regarding my qualifications.

Addendum A: Resume

Carie R. Toeller

Qualifications:

Highly experienced organizational and project leader with an expertise in process re-engineering and over twenty years experience in the oversight and management of complex technical projects and staff. Driven to excel at managing and motivating cross-functional teams towards overcoming obstacles and meeting critical deadlines. Will strive to consistently exceed expectations.

Experience:

C. Toeller Consulting, El Dorado Hills, CA

Dec. 2005 – Present

- Owner/Consultant

Provide process and project management consulting services to public agencies located within the state of California. Specialties include oversight of enterprise software development, systems integration, upgrades and new implementations as well as re-engineering of operational processes. Expertise in public agency data systems including student information, finance, human resources, training, learning management, property tax, special education and instructional learning. Primary focus is quality and timely execution of projects with emphasis on ensuring data accuracy while improving process and reporting efficiencies.

Client List:

- Mono County, Bridgeport CA || Process and Project Management Consultant for the Implementation of the Harris Innoprise Suite of Applications
- El Dorado County, Placerville CA || Process and Project Management Consultant for the implementation of the Megabyte MPTS Property Tax and Assessment System.
- County of Inyo, Independence CA || Process and Project Management Consultant for Property Tax Assessment and Billing Software Implementation
- Digital Schools, LLC, Salinas CA || Consulting Director of Operations for School Business Applications
- Sungard/Bi-Tech, Chico CA || Contract Project Manager for Payroll, Human Resources and Finance Software Implementation
- San Juan Unified School District, Fair Oaks CA || Contract RFP Manager for Student Information System Selection
- California Teachers Credentialing organization (CTC), Sacramento CA || Contract Project Manager for Development and Implementation of Computer Based Credentialing Program.
- Buck Institute for Aging Research, Novato, CA || Project and Business Management Consultant for Finance System RFP Needs Analysis
- Oakland Unified School District, Oakland, CA || Contract Project Manager for Student Information System implementation and district wide systems integration project.

PowerSchool, A Division of Apple Computer, Inc., Folsom, CA *July 2001- Oct. 2004*

- **Western Region Implementation Manager**
Successfully managed PowerSchool Student Information System implementation staff. Responsible for staffing assignments, workload balancing, customer issue resolution, status reporting and monitoring of projects as well as providing oversight and guidance to implementation staff for projects at more than 100 school districts within the Western half of the United States. Additionally, acted as liaison to other departments to ensure effective cross-functional operations and communication.
- **California Electronic State Reporting (CSIS) Program Manager**
Managed the revision and roll out of the PowerSchool Enterprise Software to meet newly defined California state electronic reporting requirements. Responsible for managing the overall program schedule as well as both PowerSchool and school district resources for all facets of the program which included requirements analysis, technical design, development, change management, quality assurance, training, implementation, maintenance, support, and marketing. Ensured all internal, client, and state defined deliverables completed on time and within budget. Acted as liaison between PowerSchool, school districts and state program staff to ensure program success.
- **PowerSchool Enterprise Implementation Project Manager**
Provided effective and detailed project management to ensure the successful implementation of PowerSchool's Enterprise Product to large school districts. Responsibilities included scope and timeline definition, assessment, identification of project activities, tasks and resources, schedule creation and management, status reporting, risk mitigation, issue handling and resolution, budget management, resource scheduling and management, as well as assisting district staff with meeting infrastructure requirements, process re-engineering, and internal marketing. Project activities included project team training, infrastructure readiness, application configuration, data conversion, quality assurance, district staff training, application roll out and system support planning and preparation.

Intel, Chandler, AZ

Feb. 2000 - June 2001

- **Senior Development Project Manager, IT Consulting & Programming Services**
Simultaneously managed multiple internal software development projects from inception through implementation for Intel's Information Technology internal software development group. Effectively managed worldwide software development projects, processes and resources. Project management activities included project definition and scoping, identifying resource requirements, forming and managing project team, creating and managing project schedules and budgets, providing status to both internal customers and department upper management as well as overseeing the analysis, tool selection, development, quality assurance, infrastructure readiness, implementation and overall execution of projects. Also responsible for refining and improving internal project management processes as well as training and mentoring incoming project managers.

Pinacor, a Division of MicroAge, Tempe, AZ

May 1997 - Sept. 1999

- **Director, e-Commerce Product Development and Delivery**
Responsible for establishing and ensuring successful execution of departmental strategies, goals and timelines to meet corporate e-commerce software objectives. Managed department budget, infrastructure, operational processes, reporting to upper management as well as a department staff of over 40 employees. Staff management activities included

hiring, reviews, salary and bonus determinations as well as staff issue and conflict resolution. Provided direction and oversight to department staff responsible for Pinacor's website and intranet site, as well as Pinacor's on-line customer ordering system and web based catalog. Directed staff and processes pertaining to all facets of the delivery lifecycle including product management, project management, analysis, development, quality assurance, marketing, training, infrastructure and support.

- **Manager, Project Management**

Guided project management staff through successful execution of their own projects. Accountable for project management process efficiency, staff management and status reporting for e-Commerce Product Delivery team performance against schedules and budgets.

- **Development Project Manager**

Managed software development project teams from concept through rollout for feature additions and enhancements to the MicroAge on line ordering system. Responsible for managing project schedules, budgets, resource allocations, issue tracking and resolution and status reporting.

Apple Computer Inc., Cupertino, CA

Jan. 1989 – July 1995

- **Power Macintosh Project Manager**

One of six members of the Apple Operating System Project Office managing the development and rollout of the first series of Power Macintosh desktop systems. Successfully managed project schedules, budgets, resource allocations, issue tracking and resolution, and status reporting for the High Level Tool Box, Performance and International Language Teams. Also responsible for coordinating with peer project managers to ensure success of performance against the master project schedule.

- **Mac OS Software Development Project Coordinator**

Responsible for documentation and communication of all data as related to operating system development projects. Controlled team and project distribution lists for a project team of over 800. Maintained and reported on data stored in on-line project tracking systems. Controlled and monitored project communications processes. Planned team communications events. Managed smaller projects as related Mac OS releases.

- **Fiber Optic Network Project Documentation Specialist**

Documented all specifications as related to the installation of a new fiber optic network to all 36 buildings within Apple's Cupertino campus.

- **System 7 Help Desk Coordinator**

Created and maintained support line phone representative schedules, statistics reporting and call routing for the Apple's System 7 Help Line.

Education:

- San Jose State University, San Jose, CA, 1993
MA Coursework Complete, Labanotation
- University of California, Santa Barbara CA, 1986
B.A., Dance
Certificate, Sports Therapy



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: County Counsel

TIME REQUIRED

SUBJECT Contract with Baron & Budd

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Baron & Budd, P.C. for legal services.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

No direct fiscal impact to the County.

CONTACT NAME: Anne Larsen

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
5/3/2018 11:42 AM	County Administrative Office	Yes
4/30/2018 2:03 PM	County Counsel	Yes
5/3/2018 11:12 AM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: May 1, 2018

Re: Contract with Baron & Budd for Legal Services

Recommended Action

Approve and authorize County Counsel to sign proposed contract with Baron & Budd for legal services.

Fiscal Impact

No direct fiscal impact.

Discussion

This is a contract for litigation services.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Public Works

TIME REQUIRED

SUBJECT Road Closures for 4th of July
Celebrations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

In May 2016, the Board approved R16-36 which authorized certain road closures in conjunction with the Bridgeport 4th of July celebration. This year, staff was approached by event organizers to add an additional (200') section of School Street to the closure, to accommodate an event for the Bridgeport Fire Department.

RECOMMENDED ACTION:

Adopt Resolution No. R18-___, A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for all future annual Bridgeport Fourth of July Celebrations, superseding and replacing Resolution 16-36.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760-932-5415 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> R16-36

History

Time	Who	Approval
5/3/2018 8:12 AM	County Administrative Office	Yes
5/3/2018 9:34 AM	County Counsel	Yes
5/3/2018 10:57 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 8th, 2018
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Assistant CAO
Subject: Resolution replacing R16-36, adding an additional section of road closure to the Bridgeport 4th of July Celebration.

Recommended Action:

Adopt Resolution No. R18-_, A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for all future annual Bridgeport Fourth of July Celebrations, superseding and replacing Resolution 16-36.

Fiscal Impact:

None. This amendment will not generate measurable time or effort beyond what was already authorized in R16-36.

Discussion:

In May 2016, the Board approved R16-36 which authorized certain road closures in conjunction with the Bridgeport 4th of July celebration. This year, staff was approached by event organizers to add an additional (200') section of School Street to the closure, to accommodate an event for the Bridgeport Fire Department.

The section of road is the portion of School street west of Hwy 395, aside the Bridgeport Fire District Station property. All maps and traffic control plans have been updated to reflect the additional closure, the necessary Caltrans Encroachment Permit and County Special Event Permit have been obtained, and this procedural revision/replacement of R16-36 is recommended for approval.

If you have any questions regarding this item, please contact me at 760.932.5415. I may also be contacted by email at tdublino@mono.ca.gov.

Respectfully submitted,

Tony Dublino
Assistant CAO

Attachments: Exhibit 1 – Resolution Replacing R16-36



RESOLUTION NO. R18-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS IN BRIDGEPORT
AND THE TEMPORARY DETOUR OF TRAFFIC ONTO COUNTY ROADS IN
BRIDGEPORT FROM HIGHWAY 395 FOR ALL FUTURE ANNUAL
BRIDGEPORT FOURTH OF JULY CELEBRATIONS,
SUPERSEDING AND REPLACING RESOLUTION 16-36**

WHEREAS, the Bridgeport Chamber of Commerce has requested the temporary closure and use of certain County roads for community expositions associated with all future Annual Fourth of July Celebrations and the temporary closure of State Highway Route 395 for a parade route; and

WHEREAS, through the years, Bridgeport's Annual Fourth of July Celebration, sponsored by the Chamber of Commerce, has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions and to consent to the temporary detour of traffic from Highway 395 onto various County roads; and

WHEREAS, said temporary closures will cause the re-routing of traffic onto and over various County Roads in the community of Bridgeport; and

WHEREAS, on May 17, 2016, the Mono County Board of Supervisors approved Resolution R16-36, authorizing the temporary closure of, and detour of traffic onto, certain County roads in Bridgeport in support of all future Annual Fourth of July Celebrations; and

WHEREAS, the closure and detour routes described in R16-36 require modification; and

WHEREAS, the organizers of the Annual Fourth of July Celebration shall obtain a Special Event Permit annually from Mono County prior to the event.

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

SECTION ONE: The following County streets in the community of Bridgeport may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy and made available to the Bridgeport Chamber of Commerce consistent with the times and dates listed below and applicable to all future 4th of July celebrations:

1. School Street, from Highway 395 to Emigrant Street, and the west half of Bryant Street for that portion between School Street and Sinclair Street, from 4:00 p.m., up to five days prior to July 4th until 8:00 a.m. up to four days after July 4th for Independence Day activities.
2. Sinclair Street, From Highway 395 to Emigrant Street, and School Street, from Highway 395 to the southern boundary of the Fire Station property, from 7:00 a.m., July 4, until 7:00 a.m., July 5, for Independence Day activities.

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- 3. South Twin Lakes Road and Twin Lakes Road, from South Twin Lakes Road to North Patterson Drive, from 8:00 a.m. to 11:00 a.m., July 4th or July 5th, for the Annual Bridgeport 5-Mile Run and 3-Mile Walk.
- 4. Highway 395 through the community of Bridgeport, between Hayes Street and Twin Lakes Road, with the approval of the California Department of Transportation, will be closed to vehicle parking from 10:00 pm July 3rd through 12:00 pm July 4th.
- 5. Highway 395 through the community of Bridgeport, between Hayes Street and Twin Lakes Road, with the approval of the California Department of Transportation, will be closed and traffic rerouted between the hours of 10:00 a.m. and 12:00 noon on July 4th. Traffic will be re-routed as follows: Northbound US Route 395 traffic will be detoured right at onto eastbound State Route 182 at post mile 76.3, left onto Court Street at Post Mile 0.23, right on Stock Drive at the end of Court Street, left on Day Lane at the end of Stock Drive, right at first intersection on Emigrant Street, right on Northbound US 395 at Post Mile 77.1, end of Emigrant Street; southbound traffic will turn right onto Twin Lakes Road, left onto Kingsley Street, left onto Hayes Street and right onto southbound US Route 395 at Post Mile 76.42, end of Hayes Street.

SECTION TWO: The Director of the Mono County Department of Public Works is hereby authorized to utilize County equipment and personnel and to work with California Department of Transportation and other officials to effectuate said road closures and detours.

SECTION THREE: This Resolution shall supersede and replace R16-36 in its entirety.

SECTION FOUR: Any changes to the standard detour routes described herein shall require an amendment and rescission of this resolution.

APPROVED AND ADOPTED this 8th day of May, 2018, by the following vote of the Board of Supervisors, County of Mono:

- AYES** :
- NOES** :
- ABSENT** :
- ABSTAIN** :

Bob Gardner, Chairman
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



RESOLUTION NO. R16-36

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS IN
BRIDGEPORT AND THE TEMPORARY DETOUR OF TRAFFIC ONTO
COUNTY ROADS IN BRIDGEPORT FROM HIGHWAY 395 FOR
ANNUAL BRIDGEPORT FOURTH OF JULY CELEBRATIONS FOR THE NEXT FIVE
YEARS**

WHEREAS, the Bridgeport Chamber of Commerce has requested the temporary closure and use of certain County roads for community expositions associated with the Annual Fourth of July Celebrations and the temporary closure of State Highway Route 395 for a parade route; and,

WHEREAS, through the years, Bridgeport's Annual Fourth of July Celebration, sponsored by the Chamber of Commerce, has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions and to consent to the temporary detour of traffic from Highway 395 onto various County roads; and,

WHEREAS, said temporary closures will cause the re-routing of traffic onto and over various County Roads in the community of Bridgeport; and,

WHEREAS, the organizers of the Annual Fourth of July Celebration shall obtain a Special Event Permit annually from Mono County prior to the event.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the community of Bridgeport may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy and made available

1 to the Bridgeport Chamber of Commerce consistent with the times and dates listed below and applicable to
2 4th of July celebrations for the next five years:

- 3 1. School Street, from Highway 395 to Emigrant Street, and the west half of Bryant Street for
4 that portion between School Street and Sinclair Street, from 4:00 p.m., up to five days prior
5 to July 4th until 8:00 a.m. up to four days after July 4th for Independence Day activities.
- 6 2. Sinclair Street, From Highway 395 to Emigrant Street, from 7:00 a.m., July 4, until 7:00
7 a.m., July 5, for Independence Day activities.
- 8 3. South Twin Lakes Road and Twin Lakes Road, from South Twin Lakes Road to North
9 Patterson Drive, from 8:00 a.m. to 11:00 a.m., July 4th or July 5th, for the Annual Bridgeport
10 5-Mile Run and 3-Mile Walk.
- 11 4. Highway 395 through the community of Bridgeport, between Hayes Street and Twin Lakes
12 Road, with the approval of the California Department of Transportation, will be closed to
13 vehicle parking from 10:00 pm July 3rd through 12:00 pm July 4th.
- 14 5. Highway 395 through the community of Bridgeport, between Hayes Street and Twin Lakes
15 Road, with the approval of the California Department of Transportation, will be closed and
16 traffic rerouted between the hours of 10:00 a.m. and 12:00 noon on July 4th. Traffic will be
17 re-routed as follows: Northbound US Route 395 traffic will be detoured right at onto
18 eastbound State Route 182 at post mile 76.3, left onto Court Street at Post Mile 0.23, right on
19 Stock Drive at the end of Court Street, left on Day Lane at the end of Stock Drive, right at
20 first intersection on Emigrant Street, right on Northbound US 395 at Post Mile 77.1, end of
21 Emigrant Street; southbound traffic will turn right onto Twin Lakes Road, left onto Kingsley
22 Street, left onto Hayes Street and right onto southbound US Route 395 at Post Mile 76.42,
23 end of Hayes Street.

24
25 **BE IT FURTHER RESOLVED** that the Mono County Board of Supervisors authorizes the Director of
26 the Department of Public Works to utilize County equipment and personnel and to work with California
27 Department of Transportation and other officials to effectuate said road closures and detours.

28 **BE IT FURTHER RESOLVED** that any changes to the standard detour routes described herein shall
require an amendment and rescission of this resolution.

APPROVED AND ADOPTED this 17th day of May, 2016, by the following vote of the Board of
Supervisors, County of Mono:

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AYES : Supervisors Alpers, Corless, Fesko, Johnston, and Stump
NOES : None.
ABSENT : None.
ABSTAIN : None.



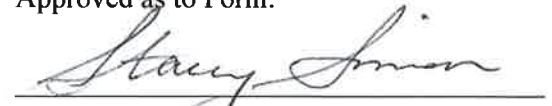
Fred Stump, Chairman
Mono County Board of Supervisors

ATTEST:



Helen Nunn
Clerk of the Board , Sr. Deputy

Approved as to Form:



County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Sheriff

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Sheriff Ingrid Braun

SUBJECT Sheriff's Department Presentation

AGENDA DESCRIPTION:

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

Presentation by Sheriff Ingrid Braun regarding the Sheriff's Office and Jail Operations.

RECOMMENDED ACTION:

None; informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ingridemma@verizon.net

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff report](#)

History

Time	Who	Approval
5/3/2018 8:27 AM	County Administrative Office	Yes
5/1/2018 9:41 AM	County Counsel	Yes
5/3/2018 10:55 AM	Finance	Yes

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: May 8, 2018
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Sheriff's Office Presentation

RECOMMENDATION:

This is an informational item only, and no action is necessary.

DISCUSSION:

This presentation will provide an overview of the functions, programs and mandated responsibilities of the Sheriff's Office and the Jail.

FINANCIAL IMPACT:

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun
Sheriff-Coroner



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Economic Development

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Alicia Vennos/Jeff Simpson

SUBJECT Economic Development Department Presentation

AGENDA DESCRIPTION:

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

Presentation by Alicia Vennos and staff regarding an overview of the Economic Development Department's responsibilities and programs, status on FY 2017-18 goals and accomplishments, as well as key tactics to further Mono County's Strategic Priorities in the upcoming fiscal year.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/3/2018 11:41 AM	County Administrative Office	Yes
5/3/2018 11:37 AM	County Counsel	Yes
5/3/2018 12:17 PM	Finance	Yes



STAFF REPORT
Mono County Board of Supervisors
Regular Meeting – May 8, 2018

SUBJECT: Economic Development Department Presentation

RECOMMENDATION: Receive presentation.

BACKGROUND: Presentation by Alicia Vennos and staff regarding an overview of the Economic Development Department's responsibilities and programs including tourism, filming, fisheries, economic development initiatives and support for small business. The presentation will touch on the status on FY 2017-18 goals and accomplishments, as well as key tactics to further Mono County's Strategic Priorities in the upcoming fiscal year.

DISCUSSION: Feedback and suggestions from the Board are welcome.

FISCAL IMPACT: None.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: CDD

TIME REQUIRED 20 minutes (15 minute presentation, 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Wendy Sugimura

SUBJECT Community Development Department Presentation

AGENDA DESCRIPTION:

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

Presentation by the Community Development Department regarding services and programs, progress-to-date on goals set in the 2017-2018 budget process, and opportunities to further Mono County strategic planning priorities in the coming fiscal year.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time	Who	Approval
5/3/2018 8:26 AM	County Administrative Office	Yes
5/2/2018 8:47 AM	County Counsel	Yes

5/3/2018 10:55 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

May 8, 2018

To: The Honorable Board of Supervisors

From: Wendy Sugimura, Interim Director
Nick Criss, Code Compliance Officer
Gerry LeFrancois, Principal Planner

Re: Community Development Department Presentation

RECOMMENDATION

Informational only. Provide any desired direction to staff.

FISCAL IMPACT

None

DESCRIPTION

Presentation by the Community Development Department regarding services and programs, progress-to-date on goals set in the 2017-2018 budget process, and opportunities to further Mono County strategic planning priorities in the coming fiscal year.

For questions, please contact Wendy Sugimura at (760) 924-1814 or wsugimura@mono.ca.gov.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: CDD

TIME REQUIRED 20 minutes (5 minute presentation,
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD** Wendy Sugimura

SUBJECT Proposed Ordinance adding Mono
County Code 5.65 to the Mono
County Code regulating short-term
rentals in residential areas

AGENDA DESCRIPTION:

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

Proposed ordinance adding Chapter 5.65 to the Mono County Code regulating short-term rentals in residential areas. As proposed, Chapter 5.65 would establish a permitting process for short-term rentals in residential areas within the unincorporated county and includes application and review requirements, enforcement provisions, operational requirements and conditions, and a limit on the number of owner-occupied (Type I) rentals in the Clark Tract in June Lake.

RECOMMENDED ACTION:

Introduce, read title and waive further reading of proposed ordinance No. ORD18-___, An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.65 to the Mono County Code Pertaining to the Local Regulation and Permitting of Short-Term Rentals in Residential Areas Within the Unincorporated Area of the County.

FISCAL IMPACT:

Minimal - permit fees are charged for processing permits and business licenses, an increase in the number of permits will increase TOT revenue.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

CDD

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff report
<input type="checkbox"/> Adopting Ordinance

[Chapter 5.65](#)

[Addendum](#)

History

Time	Who	Approval
5/3/2018 8:49 AM	County Administrative Office	Yes
5/3/2018 4:49 PM	County Counsel	Yes
5/3/2018 10:55 AM	Finance	Yes

Mono County Community Development Department

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May 8, 2018

To: The Honorable Board of Supervisors

From: Wendy Sugimura, Interim Director

Re: Proposed Ordinance Adding Chapter 5.65 to the Mono County Code Regulating Short-Term Rentals in Residential Areas

RECOMMENDATION

Introduce, read title, and waive further reading of proposed ordinance No. ORD18-___, An Ordinance of the Mono County Board of Supervisors Adding Chapter 5.65 to the Mono County Code Pertaining to the Local Regulation and Permitting of Short-Term Rentals in Residential Areas Within the Unincorporated Area of the County.

CEQA COMPLIANCE

An addendum to the 2015 RTP/GPU EIR was prepared for the County's 2018 short-term rental updates (contained within General Plan Amendment 18-01 and proposed Chapter 5.65). That addendum is included as an attachment to this staff report.

FISCAL IMPACT

Minimal - permit fees are charged for processing permits and business licenses, an increase in the number of permits will increase TOT revenue.

DESCRIPTION

The Board previously reviewed a two-part discretionary permitting system for regulation of short-term rentals in residential areas. On May 1, 2018, the Board adopted General Plan Amendment 18-01, modifying the short-term rental regulations and requirements to include this second discretionary permit, and previewed a draft of Chapter 5.65 which has since been updated. This proposed Chapter, which will reside in Mono County Code, is the companion piece to Chapter 25 of the General Plan and establishes the operational (i.e., non-land use) regulations for short-term rentals in residential areas and the discretionary criteria for obtaining a Short-Term Rental Activity Permit.

Please contact Wendy Sugimura at 760-924-1814 with questions.

ATTACHMENTS

1. Ordinance with attachments: Chapter 5.65 and CEQA addendum



ORDINANCE NO. ORD18-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ADDING CHAPTER 5.65 TO THE MONO COUNTY CODE PERTAINING TO THE LOCAL
REGULATION AND PERMITTING OF SHORT-TERM RENTALS IN RESIDENTIAL AREAS
WITHIN THE UNINCORPORATED AREA OF THE COUNTY**

WHEREAS, the June Lake community has consistently raised significant concerns over short-term rentals in residential areas for several years and through several controversial permit applications, and therefore an update to the June Lake Area Plan policies was initiated to identify solutions; and

WHEREAS, from December 2017 through December 2018 the June Lake Citizens Advisory Committee (CAC) developed, stewarded, and participated in an intensive public engagement process to articulate neighborhood character, the positive and negative impacts of short-term rentals, and potential solutions, and over 50 hours of public meetings, supported by over 300 hours of staff time, were held; and

WHEREAS, the June Lake CAC made a recommendation to the Planning Commission regarding a General Plan Amendment (GPA) requiring compliance with regulations under a permit issued pursuant to Chapter 5.65, which the Planning Commission recommended for Board of Supervisors approval; and

WHEREAS, the GPA, adopted by the Board on May 1, 2018, identified neighborhoods where short-term rentals may be permitted subject to subsequent discretionary approval and where they are prohibited, established a set of policies for increased regulation, accountability and enforcement, and modified the permit process such that approvals are specific to an owner and non-transferrable if a property sells; and

WHEREAS, the regulations set forth in Mono County Code Chapter 5.65 are necessary to ensure the operation of short-term rentals in residential areas in a way that reduces and prevents negative impacts to communities, and ensures responsible management; and

WHEREAS, an addendum to the 2015 RTP/General Plan Update (GPU) Environmental Impact Report (EIR) has been prepared for the new Mono County Code Chapter 5.65 for short-term rental policies and regulations;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS THAT:

SECTION ONE: Chapter 5.65, which is incorporated herein as Attachment “A” which pertains to the local regulation and permitting of short-term rentals in residential areas within the unincorporated area of the County, is hereby added to the Mono County Code.

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SECTION TWO: The addendum to the 2015 RTP/GPU EIR for this Ordinance, is in compliance with CEQA.

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

PASSED AND ADOPTED this 15st day of May 2018, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

Attest:

Clerk of the Board

Approved as to form:

County Counsel

Chapter 5.65

SHORT-TERM RENTALS IN RESIDENTIAL AREAS

Sections:

- 5.65.010 – Purpose and Findings**
- 5.65.020 – Applicability**
- 5.65.030 – Definitions**
- 5.65.040 – Permits Required**
- 5.65.050 – Limitations on Number of Permits**
- 5.65.060 – Short-Term Rental Activity Permit Nontransferable**
- 5.65.070 – Short-Term Rental Activity Permit Application Process**
- 5.65.080 – Review of Applications and Noticed Public Hearing**
- 5.65.090 – Renewal/modification process**
- 5.65.100 – Fees**
- 5.65.110 – Short-Term Rental Standards and Requirements**
- 5.65.120 – Rental Agreement and Owner Responsibility**
- 5.65.130 – Suspension or revocation of Short-Term Rental Activity Permit**
- 5.65.140 – Procedure for Suspension or Revocation**
- 5.65.150 – Service Requirements**
- 5.65.160 – Enforcement**
- 5.65.170 – Existing and Otherwise Permitted Rentals**
- 5.65.180 – Severability**

5.65.010 Purpose and findings.

This Chapter provides regulations for the local permitting of short-term rentals under specified conditions within the following residential land use designations when authorized by a land use permit issued pursuant to Chapter 25 of the Mono County General Plan Land Use Element: single-family residential (SFR), estate residential (ER), rural residential (RR), multi-family residential low (MFR-L), and rural mobile home (RMH).

5.65.020 Applicability.

This Chapter applies to any person renting, intending to rent or advertising for rent, on a short-term basis, a residential structure, that is not a condominium, within the unincorporated area of the County and within the following residential land use designations: SFR, ER, RR, MFR-L or RMH.

5.65.030 Definitions.

The definitions in the Mono County General Plan, including but not limited to, those contained in Chapter 2, shall apply to this Chapter, in addition to the following definitions:

1. “Application” means the form(s) provided by Mono County in accordance with this

Chapter for the purpose of seeking a cannabis operation permit.

2. “Approval Authority” means the Mono County Board of Supervisors or its authorized designee.
3. “Department” means the Mono County Community Development Department.
4. “Director” means the Director of the Mono County Community Development Department or an authorized representative.
5. “Hearing Officer” means a person appointed by the Approving Authority to conduct an administrative hearing under this Chapter. The appointed Hearing Officer shall be an impartial decision-maker selected by a process that eliminates risk of bias, such as:
 - a) An administrative law judge provided by the State of California Office of Administrative Hearings to function as the County Hearing Officer pursuant to Chapter 14 of Part 3 of Division 2 of Title 3 of the California Government Code;
 - b) A person selected randomly from a panel of attorneys willing to serve as a Hearing Officer;
 - c) An independent contractor assigned by an organization or entity which provides hearing officers; or
 - d) Such other person determined by the Approving Authority to be capable of serving as an impartial decision-maker.
6. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.
7. “Property owner” or “owner” means the individual, group of individuals or entity who is the record owner of the property or premises where short-term rentals are located or are proposed to be located.
8. “Short-Term Rental(s)” means any structure, or portion of structure, which is occupied, or intended or designed for occupancy, on a short-term basis for purposes of sleeping, lodging or similar reasons. “Short-term” means occupancy by persons other than the owner, whether by agreement, concession, permit, right of access, license, contract, payment of rent or otherwise, for a period of 30 or fewer consecutive calendar days. See the Mono County General Plan Land Use Element, Chapter 2, Section 02.1035.

5.65.040 Permits required.

Short-term rentals shall not be allowed in the unincorporated area of Mono County without first securing all permits, licenses and other entitlements required by the Mono County General Plan, the Mono County Code (MCC) and any applicable area plans and specific plans.

- A. It is unlawful for any person to conduct, engage in, or allow to be conducted or engaged in, short-term rentals in SFR, ER, RR, MFR-L or RMH land use designations in the unincorporated portion of Mono County, unless the County has issued such person a Short-Term Rental (STR) Activity Permit under this Chapter and the permit is in effect. The fact that an owner possesses other types of state or County licenses or permits shall not exempt the owner from obtaining a STR Activity Permit under this Chapter, nor shall the terms and conditions of any other such permit or license modify the requirements of a permit granted under this Chapter.
- B. An STR Activity Permit pursuant to this Chapter shall be required for all short-term rentals in the following residential land use designations: SFR, ER, RR, MFR-L and RMH . Non-residential designations and MFR-H are regulated by their land use designation and the General Plan Land Use Element (including, but not limited to, Chapter 26).
- C. Only the property owner is eligible to apply for, and be issued, an STR Activity Permit, and the owner shall be directly responsible for the management of the unit.
- D. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part. In other words, an STR Activity Permit shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR Activity Permit on another property within Mono County.
- E. STR Activity Permits are prohibited as follows in the community of June Lake: all Type II rentals, all rental types in the Williams Tract and Petersen Tract, and Type III rentals in South Highway 158. (See General Plan Maps in the Land Use Element for definitions of the neighborhood areas.)
- F. A use permit shall be required for all short-term rentals in the following residential land use designations: SFR, ER, RR, MFR-L and RMH. The application for a use permit, and for amendments thereto and extensions thereof, shall be processed in accordance with Chapter 25 of the Mono County General Plan Land Use Element. The Planning Commission is the governing body authorized to consider and approve a use permit for short-term rentals and to consider extensions of and amendments to such use permits. Appeals from the decision of the Planning Commission are set forth in Chapter 47 of the Mono County General Plan Land Use Element.
- G. Applications for an STR Activity Permit under this Chapter and a use permit or other land use entitlement for the same subject property may be submitted simultaneously,

however no permit shall be issued under this Chapter unless and until the corresponding land use entitlement has been approved.

- H. All short-term rental property owners must obtain a valid business license pursuant to Chapter 5.04.
- I. All owners shall be responsible for obtaining a transient occupancy tax certificate and for complying with Chapter 3.28 “Transient Occupancy Tax”. An owner may contract with a management company or property manager to collect, disburse, report, and maintain all records related to transient occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report such tax.
- J. All owners shall conduct short-term rentals in compliance with all required County permits, licenses, and regulations. The owner shall be responsible for the payment of all required inspection fees, permit fees, and taxes.

5.65.050 Limitations on number of permits.

- A. The number of Type I STR Activity Permits issued by the County under this Chapter in the upper Clark Tract of June Lake (excluding Nevada Street/Silver Meadow) shall not exceed eight parcels total (3% of existing parcels), including existing Transient Rental Overlay Districts (TRODs).
- B. The Mono County Board of Supervisors, in its discretion, may at any time, determine by resolution, that the number of STR Activity Permits should stay the same, be reduced, or be expanded in any area within the unincorporated portion of the County in order to protect neighborhood character and reduce adverse impacts. In no case shall the number of STR Activity Permits issued exceed the number of rentals authorized by General Plan policies and regulations. STR Activity Permits shall be issued on a first-come, first-served basis within the established caps or limits.
- C. This section is only intended to create a maximum number of STR Activity Permits that may be issued within the County. Nothing in this Chapter creates a mandate that the County must issue any or all of the permits allowed under this Chapter if it is determined that it is in the best interest of the County to issue less than the maximum number, or if the owners or the property do not meet the standards which are established in the application requirements.

5.65.060 Short-Term Rental Activity Permit nontransferable.

An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.

5.65.070 Application Process

- A. Applications for an STR Activity Permit may be obtained at the Mono County Community Development Department. Completed applications shall be submitted to the Department and owners for short-term rentals in the upper Clark Tract should request a date-stamped receipt.
- B. An applicant for an STR Activity Permit must be the owner of record of the subject property.
- C. In all cases, the application for an STR Activity Permit shall contain, without limitation, the following information, attestations and confirmations:
 - 1. The full name and contact information for all property owners. If the owner is a business entity or any form of legal entity, information regarding the entity, including but not limited to, a list of owners including shareholders or persons with ownership interest in the entity, its legal status, and proof of registration with the Secretary of State, as applicable.
 - 2. Verification that the rental unit is located on a property with the appropriate land use approvals or, if the approvals are being sought simultaneously, a statement so indicating;
 - 3. The rental unit complies with all requirements of this Chapter, including but not limited to section 5.65.110, and the Mono County General Plan. Verification of compliance with such requirements shall be the responsibility of the owner. The owner shall certify in writing, under penalty of perjury, the rental unit's conformance to such standards;
 - 4. Contact information for any management company or property manager responsible for the rental unit who will be available on a 24-hour basis to address any problems that may be associated with the property. For Type I rentals, the property owner may serve as the property manager, or may hire a duly-licensed property manager. For non-owner occupied rentals, a separate duly-licensed management company or property manager shall be required. A property manager or company that is duly licensed shall maintain a California real estate license and certified property manager credentials. The owner shall immediately notify the Community Development Department of any changes to management contact information;
 - 5. The owner has obtained, or is in the process of obtaining, a Mono County business license;
 - 6. The owner has obtained, or is in the process of obtaining, a Mono County Transient Occupancy Tax Certificate from the Department of Finance; and.
 - 7. All required fees have been paid in full.

5.65.080 Review of applications and noticed public hearing.

- A. All completed applications for an STR Activity Permit shall be reviewed and processed for approval. This includes review by all departments having regulatory or enforcement authority over the proposed short-term rental. If the Director of the Mono County Community Development (Director) or any other department having regulatory or enforcement authority, determines at any time during this review and processing period that additional information or materials are required, then he or she shall send notice to the owner pursuant to section 5.65.150 of the required/missing items or information and the property owner must provide the requested items or information before processing resumes. If any application is inactive for six months, it shall be deemed expired.

- B. Upon completion of staff review, internal processing, and approval of the associated use permit, the Director shall set the matter for decision by the Approval Authority at a duly noticed public hearing during which the Approval Authority shall receive and consider the input and recommendations of staff, the owner and any interested persons. For purposes of this hearing, notice shall be given to any persons requesting such notice by mail or electronic mail and published in a newspaper of general circulation 10 days in advance.
 - 1. If a property for which an STR Activity Permit has been issued under this Chapter changes ownership, the new owner may apply for a new STR Activity Permit under the existing use permit approval. The new STR Activity Permit shall be evaluated and considered at the duly-noticed public hearing described in this section.

- C. Following the noticed public hearing to consider the approval of an STR Activity Permit, the Approval Authority may issue the STR Activity Permit if:
 - 1. The short-term rental, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.
 - 2. The property has all necessary land use entitlements as required by the Mono County General Plan.
 - 3. The owner has demonstrated to the satisfaction of the Approval Authority the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this Chapter.
 - 4. The Approval Authority determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following factors:

- a. Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;
 - b. Whether the property owner has demonstrated to the satisfaction of the Approval Authority the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and
 - c. The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.
- D. The Approval Authority shall deny an application that meets any of the following criteria:
1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
 2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
 3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
 4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County
- E. If the Approval Authority denies the application, it shall specify the reasons for the denial on the record or by a subsequently issued written decision, which written decision shall be sent to the owner in accordance with section 5.65.150 and applicable law.
- F. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this Chapter). Permits granted within three (3) months prior to the expiration date shall skip the first renewal cycle and instead shall expire on August 31st of the following year.

5.65.090 Renewal/modification process.

- A. An STR Activity Permit may be renewed and/or modified in accordance with this section.
- B. An application for renewal and/or modification shall be filed with the Mono County Community Development Department (Department), on the form(s) and in the manner prescribed by the Department, at least thirty (30) calendar days before expiration of the permit, accompanied by the required renewal/modification fee. If any of the documentation and information supplied by the property owner pursuant to Section 5.65.070 has changed since the grant of the permit, the owner shall submit updated information and documentation with the application for renewal and shall provide such other information as the Director of the Mono County Community Development Department (Director) may require. If the owner fails to submit the renewal application and all associated fees thirty (30) days before August 31st, the STR Activity Permit shall expire.
- C. If the renewal/modification application is incomplete, or if the Director determines that additional information is required, the Director will send notice to the owner in accordance with section 5.65.150 listing the items or information to be provided. The owner shall have fifteen (15) business days from the postmark or, if the applicant consents to email notice, email date of the notice to submit the listed items. If the owner fails to timely provide the items or information listed in a notice, then the renewal application will be denied as incomplete.
- D. Upon the timely filing of a renewal/modification application and timely provision of any missing or supplemental information under subsection C, short-term rentals under the existing permit may continue until the Director has made a final determination on the application, unless the permit is otherwise revoked or suspended pursuant to this chapter.
- E. A permit shall be renewed/modified by the Director upon determination that the short-term rental meets the standards for grant of the application under sections 5.65.070 and 5.65.080 and none of the conditions for denial set forth below are present.
- F. Grounds for denial:
 - 1. The permittee or short-term rental fails to conform to the criteria set forth in this Chapter;
 - 2. The permittee is delinquent in payment of applicable County taxes or fees or charge;
or
 - 3. The permit is suspended or revoked or there is an enforcement proceeding pending at the time of the application.

- G. The Director shall specify in writing the reason(s) for any denial of the renewal/modification and shall send the written decision to the permittee in accordance with section 5.65.150 with an explanation that the decision shall become final in ten (10) calendar days of the postmark or, if the applicant consents to email notice, email date of the decision, unless the owner submits a completed appeal form to the Department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office. Failure to submit a written request for an appeal hearing within ten calendar (10) days of postmark or, if the applicant consents to email notice, email date of the notice of denial of the renewal/modification shall constitute a waiver of the right to appeal and a failure to exhaust administrative remedies.
- H. Upon timely receipt of a written request for an appeal hearing, the Director shall set the matter for hearing before the Approval Authority. The determination of the Director shall be stayed pending appeal, unless the violation poses an immediate threat to public health and safety, as determined by the Director and stated in the written denial.
- I. If a renewal/modification application is denied, an owner may file a new application pursuant to this Chapter.

5.65.100 Fees.

The filing of an application for an STR Activity Permit, for renewal of an STR Activity Permit, or a written request for an appeal hearing shall be accompanied by payment of such fees as the Board of Supervisors may establish to recover the cost of administration of this Chapter. Property owners are responsible for the costs of inspections, investigations, and any other fee-associated activity established pursuant to this Chapter.

5.65.110 Short-Term Rental (STR) standards and requirements.

Throughout the term of STR Activity Permit, each permittee shall comply with this Chapter and all other applicable County regulations, including but not limited to, the following:

- A. Health and Safety Standards.
 - 1. The address of the rental unit must be unobstructed at all times and clearly visible by passersby;
 - 2. Carbon monoxide and smoke detectors must be installed and maintained in good operating condition in each bedroom, sleeping area, or any room or space that could reasonably be used as a sleeping area, and at a point centrally located in the corridor or area giving access to each separate sleeping room;
 - 3. All stairs, decks, guards, and handrails shall be stable and structurally sound;
 - 4. The rental unit shall be equipped with a minimum of one 2A:10B:C type fire extinguisher with no more than 75 feet of travel distance to all portions of the

- structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall be mounted in visible locations with the tops of the fire extinguishers mounted between 3 and 5 feet above the floor and shall be accessible to occupants at all times. California State Fire Marshal annual certification tags must be provided and be current on all extinguishers;
5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a minimum five-gallon metal container with a tight-fitting lid for ash removal. This container shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on the proper disposal of ash shall be stated in the rental agreement and clearly posted in the rental unit. The ash container shall not be placed on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; the ash can must be stored outdoors with a minimum of three feet clearance from building, porch, trees, and other combustible materials; the lid must remain on the ash container when in use;
 6. Wall or baseboard heaters in the rental unit shall be in good working condition, and instructions on the proper use of these units shall be clearly stated in the rental agreement and posted in the rental unit;
 7. Furniture and any other material that may be flammable shall be kept a minimum of 54 inches from any fireplace opening and 30 inches from any wall or floor heaters;
 8. Flammable or hazardous liquid or materials, firearms, controlled substances, or any unlawful material shall not be stored in the rental unit or any attached structure;
 9. The roof and grounds of the transient rental property shall be kept clear of accumulations of pine needles, weeds, and other combustible materials;
 10. Any locking mechanism on exterior doors must be operable from inside the unit without the use of a key or any special knowledge. If the dwelling unit is greater than 3,000 square feet in area, two exit doors shall be required, each of which shall conform to this requirement;
 11. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring, electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure and furnishings (interior and exterior) must be in operable working condition and repair;
 12. Landline telephone service is required. A telephone shall be connected to the local carrier and in working condition for use in the event of an emergency or to contact the owner or property manager. The phone shall be connected to the reverse 911 directory. The rental agreement shall disclose limitations to cell phone coverage and service providers;

13. Bedroom windows shall be operable and free of obstructions to allow for emergency escape and rescue;
14. There shall be at least one screened window per bedroom to allow for proper ventilation;
15. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating condition, and connected to approved sources.;
16. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking mechanisms, and shall be maintained in a safe and sanitary condition;
17. There shall be no evidence of pest infestations, and all firewood and other stored items shall be kept in a neat and clean condition;
18. Exits shall be kept free from storage items, debris or any impediments at all times;
19. No tree limbs are allowed within 10 feet of any chimney or flue openings;
20. Spark arresters of a minimum opening size of 3/8-inch and a maximum opening size of 1/2-inch shall be required on all fireplace flue openings; and
21. If any applicable law, rule, or regulation imposes requirements more stringent than those set forth herein, such requirements shall apply.

B. Sign, Notification and Advertising Requirements.

1. Exterior Sign and Notice. Each rental unit shall be equipped with one temporary exterior identification sign not to exceed 8 ½ x 11 inches in size that shall be posted as long as the unit is being rented on a transient basis. This identification sign shall be placed in a location that is clearly visible from the front entrance of the unit, and may be illuminated in a manner that does not conflict with any County exterior lighting standards or signage standards. This sign shall clearly state the following information in lettering of sufficient size to be easily read:
 - a. The name of the managing agency, agent, property manager or owner of the unit and the telephone number where said person or persons can be reached on a 24-hour basis;
 - b. The maximum number of occupants permitted to stay in the unit; and
 - c. The maximum number of vehicles allowed to be parked on the property. A diagram fixing the designated parking location shall be included.

2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted within the unit adjacent to the front door that shall contain the same information set forth above, and shall additionally include the following:
 - a. Notification and instructions about the proper disposal of trash and refuse, including any bear-safe disposal requirements;
 - b. Notification and instructions concerning the proper use of any appliances, fireplaces, heaters, spas, or any other fixture or feature within the unit;
 - c. Notification that failure to conform to the parking, trash disposal and occupancy requirements for the rental unit shall be a violation of this Chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
 - d. Notification that any violation of rules or regulations set forth in the Rental Agreement may be a violation of this Chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
 - e. Physical street address of the unit and emergency contact information consisting of 911, the property manager's phone number, and contact information of the local fire department and the Mono County Sheriff's Department; and
 - f. An evacuation plan and a statement regarding respect for adjacent property owner's rights, neighborhood character, and trespassing concerns.
 3. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
 4. Any form of advertising for an unpermitted short-term rental unit is prohibited.
- C. Occupancy. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two persons (2) per bedroom plus two additional persons. In no event shall the maximum occupancy exceed 10 persons in any rental unit unless the unit is certified and approved by the Mono County Building Official as meeting all applicable building standards for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic system serving the dwelling as determined by Mono County Environmental Health.
- D. Parking. Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan, and the number of vehicles shall not exceed the number of

parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.

- E. **Trash and Solid Waste Removal.** A sufficient number of trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. For purposes of this paragraph, promptly shall mean at least one time per week during any week that the unit is occupied, regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in bear-proof containers (in areas with bears) and comply with County standards. Trash removal requirements for each rental unit shall be included in the rental agreement and posted on and in the property. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.
- F. **Snow Removal.** The property owner or manager shall ensure that snow removal from driveways, walkways, stairs, decks, and all exits and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.
- G. **Other Requirements.** In addition to the foregoing, the following requirements shall be met:
 - 1. Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply;
 - 2. Owner or property manager must be able to respond within a reasonable timeframe, preferably within an hour;
 - 3. Quiet hours from 10 pm to 7 am, and outdoor amplified sound is prohibited at all times;
 - 4. If applicable, the owner shall notify lender of change in use to short-term rental and provide verification to County upon request; and
 - 5. A “hideaway” key or other access shall be available at all times in the event a guest is locked out. All guests shall be made aware of any such key or alternative access.

5.65.120 Rental agreement and owner responsibility.

A. Rental Agreement. The temporary rental or use of each rental unit shall be made pursuant to a rental agreement. The rental agreement shall include, as attachments, a copy of this Chapter and the STR Activity Permit for the unit. Each rental agreement shall contain all required notices and shall specify the number of persons who may occupy the unit, parking requirements and number of allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons to be notified in the event of any problem that arises with the rental. The agreement shall include the phone number, address, and contact information for management person/entity, and any other information required by the County. The rental agreement shall notify the renters that they may be financially responsible and personally liable for any damage or loss that occurs as a result of their use of the unit, including the use by any guest or invitee. The owner, managing agency and/or property manager shall keep a list of the names and contact information of the adult guests staying in the unit.

1. Within the Clark Tract in June Lake, to ensure prepared visitors, the following must be disclosed in advertisements and the rental agreement: a description of rough road conditions; and the potential need for chains in winter conditions. Contact information for the manager/owner if road assistance is needed shall be included in the rental agreement.

B. Owner Responsibility:

1. The owner shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, other relevant laws, and the provisions of this Chapter.
2. An owner, managing agency, and/or property manager shall be personally available by telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to timely respond in an appropriate manner may result in revocation of the STR Activity Permit and business license.
3. The owner shall require, as a term of a written agreement with a management company or agent, that said agent comply with this Chapter. The owner shall identify the management company or agent, including all contact and license information in the application for an STR Activity Permit, and shall keep this information current. Such agreement shall not relieve owner of the obligation to comply with this Chapter.
4. The owner shall maintain property insurance coverage specific to short-term rentals that covers, but is not limited to, fire and liability, including injury and damage to hosts, guests, and others, in an appropriate amount and shall provide proof of such insurance to County upon reasonable request. Additionally, the owner shall defend, indemnify, and hold the County harmless from any and all claims, judgments, liabilities, or other costs associated with the property or the rental unit, or the rental thereof.

5. The owner, managing agency, property manager and guest shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.
6. The owner shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, managing agency and/or property manager, or other agent of the owner is informed about any violation of this Chapter, the owner, managing agency and/or property manager, or owner's agent shall promptly take action and use best efforts to stop or prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

5.65.130 Suspension or revocation of Short-Term Rental Activity Permit.

Any of the following shall be grounds for suspension or revocation of an STR Activity Permit, following the procedures in section 5.65.140 of this Chapter.

- A. Failure to comply with one or more of the terms and conditions of the STR Activity Permit, this Chapter, the Mono County General Plan or any other applicable law or regulation.
- B. The STR Activity Permit was granted on the basis of false material information, written or oral, given willfully or negligently by the owner.
- C. Any revocation of the conditional use permit issued under the Mono County General Plan.
- D. Failure to pay applicable state or County taxes or fees related to the short-term rental.
- E. Conduct of the short-term rental in a manner that constitutes a nuisance, where the permittee has failed to comply with reasonable conditions to abate the nuisance as directed by the County.

5.65.140 Procedure for suspension or revocation.

- A. If the Director determines that grounds for suspension or revocation of the STR Activity Permit exist, he or she shall issue a written Notice of Intention to suspend or revoke the permit, as applicable. The Notice of Intention shall be served in accordance with section 5.65.150 on the property owner, as reported on the permit. The Notice of Intention shall describe the property, the intention to revoke or suspend the permit, the grounds for suspension or revocation, the action necessary to correct or abate the violation and a reasonable time limit for compliance.
- B. If the violation has not been corrected within the period specified in the Notice of Intention, the Director may issue a Notice of Suspension or Revocation, as applicable. The Notice of Suspension or Revocation shall be served in the same manner and upon the

same persons as described above for service of the Notice of Intention and shall be effective ten (10) calendar days from the date it is postmarked or , if the owner has consented in the permit application to email notice, emailed, unless a request for hearing is submitted as described in subsection C.

- C. The owner shall have ten (10) calendar days from postmark or, if the applicant consents to email notice, email date of the Notice of Revocation or Suspension to submit a completed appeal form to the Department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office or online. Failure to submit the requisite form within 10 calendar days of postmark or email date, if consent to email notice was given in the application, of the Notice of Revocation or Suspension, shall be deemed a waiver of the right to challenge the suspension or revocation and a failure to exhaust administrative remedies.
- D. Upon receipt of a timely written request for a hearing, the Director shall set a date for a hearing to be held as soon as reasonably practicable before the Approval Authority or a Hearing Officer designated by the Board (“hearing body”). Notice of the hearing, including the time, date, and location of the hearing, shall be served in the same manner and upon the same persons as described above for service of the Notice of Intention. The revocation or suspension shall be stayed until the hearing body decision is final.
- E. Hearing Procedures:
 - 1. The hearing body is authorized to conduct hearings, issue subpoenas, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the STR Activity Permit.
 - 2. In any proceeding before a hearing body, oral testimony offered as evidence shall be taken only on oath or affirmation, and the Hearing Officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.
 - 3. All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross examine opposing witnesses on any matter relevant to the issues.
 - 4. The hearing body may postpone the hearing date upon good cause shown, continue the hearing during the course of the hearing, and make such other procedural orders and rulings as he or she deems appropriate during the course of the hearing.
 - 5. The hearing shall follow the procedures set forth in subsections 1.12.050 (E) -(L) of the Mono County Code, except that the Notice of Intention issued under this Chapter shall be treated as the Notice of Violation under those subsections and the Notice of Suspension or Revocation issued under this Chapter shall be treated as the Administrative Citation.

6. Within thirty (30) calendar days after the close of the hearing, the hearing body shall issue a written decision, including a statement of the basis for the decision. The hearing body's written decision shall constitute the final administrative decision of the County.
7. If neither the owner, nor their authorized representatives, appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies.

5.65.150 Service requirements.

Wherever this Chapter requires the County to serve notice on a property owner, such notice shall be given in writing, and shall be delivered either by personal delivery, electronic mail (email) if the applicant consents to receipt of email notice in the application, or by certified U.S. mail. In addition, any such notice may be posted at the physical address of the premises on the date of personal delivery, mailing, or emailing of notice. Service shall be deemed complete upon mailing or emailing.

5.65.160 Enforcement.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

- A. Any violation of this Chapter, the Mono County General Plan, use permit or state law or regulation may be enforced through administrative citation and penalty as provided in Chapter 1.12 of the Mono County Code except that the amount of the administrative penalty shall be \$1,000 for the first violation and \$2,000 for a second or subsequent violation within three years.
- B. Any condition caused or allowed to exist in violation of any of the provisions of this Chapter, the Mono County General Plan, use permit, or applicable state law or regulation is a public nuisance which shall, at the discretion of the County, be subject to abatement or other relief pursuant to Chapter 7.20 of the Mono County Code.
- C. Each and every violation of this Chapter, the Mono County General Plan, or applicable state law or regulation shall constitute a separate violation per day and shall be subject to all remedies and enforcement measures authorized by the Mono County Code or otherwise authorized by law. Additionally, any violation shall be subject to injunctive relief, disgorgement to the County of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, restitution, and any other relief or remedy available at law or in equity. The County, including the Office of the District Attorney and the Office of the County Counsel, may pursue any and all remedies and actions available and applicable under state and local laws for any violations.

5.65.170 Existing and otherwise permitted rentals.

Any lawful use of property as a short-term rental, or subsequently authorized, in a non-residential land use designation, or MFR-H, that permits such uses (or permits such uses subject to Use Permit or Director Review approval) shall be exempt from the provisions of this Chapter.

5.65.180 Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have passed this Chapter and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections are held invalid.

**Mono County General Plan Land Use Amendment
GENERAL PLAN EIR ADDENDUM#18-01B
April 17, 2018**

INTRODUCTION AND DISCUSSION OF PROPOSED MODIFICATIONS

Mono County is proposing to amend the Mono County General Plan Land Use Element to update policies and regulations pertaining to short-term rentals including countywide policies, June Lake Area Plan policies, revisions to certain residential land use designations to permit short-term rentals subject to a use permit and a Short-Term Rental Activity Permit that shall be set forth in Mono County Code Chapter 5.65, Chapter 2 – Definitions, Chapter 25 – Short-Term Rentals, and Chapter 26 – Transient Rental Standards & Enforcement. The proposed amendments include identification of June Lake neighborhoods where short-term rentals are allowable and prohibited; the addition of new policies and regulations governing short-term rental uses; a separation of the permitting process for short-term rentals located in certain residential land use designations versus transient rental uses in non-residential or Multi-Family High land use designations; defines a Type III permit that is non-owner occupied and subject to a Use Permit approved by the Planning Commission, followed by a Short-Term Rental Activity Permit pursuant to Mono County Code Chapter 5.65 and approved by the Board of Supervisors or designee; and the establishment of a second, required discretionary permit for short-term rentals in certain residential land use designations that is specific to the property owner and is non-transferrable.

The process to permit transient or nightly rentals in single-family residential areas continues to require two separate actions by the County, depending on whether the rental is a residential land use designation (SFR, ER, RR, MFR-L or RMH) or in a non-residential land use designation, including MFR-H, that permits such uses (or permits such uses subject to Use Permit or Director Review approval). Short-term rentals in residential land use designation require 1) an application to the County for a Use Permit for Type I or Type III rentals, or a General Plan Amendment for Type II rentals, and 2) an application to the County for a Short-Term Rental Activity Permit pursuant to Mono County Code Chapter 5.65. Short-term rentals in non-residential land use designations and MFR-H require 1) an application for a Use Permit or Director Review permit pursuant to permitted uses in the land use designation, and 2) compliance with a vacation home rental permit as set forth in Chapter 26, Transient Rental Standards and Enforcement. Approval of these actions would allow the rental of single-family home(s) on a transient or nightly basis, in accordance with the terms of the approvals.

ENVIRONMENTAL REVIEW & CEQA PROVISIONS FOR PREPARATION OF AN ADDENDUM TO A FINAL EIR

In 2015, Mono County certified an Environmental Impact Report (EIR) for the Regional Transportation Plan/General Plan Update (SCH #2014061029). The General Plan EIR analyzed the impacts of designating areas of the County as SFR, ER, RR, or RMH based on a “practical buildout” scenario that is based on a simplified analysis of selected known constraints (hazards, infrastructure and agricultural preservation), and concluded “no impact” on induced population growth in an area, either directly or indirectly (EIR §4.12(a)). As discussed below, an addendum to the General Plan EIR is the appropriate level of environmental review for the proposed amendments, because none of the conditions set forth in CEQA Guidelines section 15162 exist.

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

“(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.”

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

"(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:

(A) the project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."

DISCUSSION OF IMPACTS

The current General Plan contains an existing policy allowing for short-term rentals in specified residential land use designations (see Chapter 25) and provides for the regulation of these properties through Chapter 26, Transient Rental Standards & Enforcement. The proposed General Plan Amendment adds supporting policies both countywide and specific to June Lake to define the approach for regulating short-term rentals and specify neighborhoods in June Lake where these rentals are and are not acceptable. The policies further limit where short-term rentals may be established in June Lake by prohibiting the use in certain neighborhoods, and maintain the two-step approval process. Thus, the impact to the "practical buildout" or induced population growth is not impacted or, if anything, is decreased compared to the current language.

The rationale above concludes that General Plan Amendment 18-01B does not require major revisions to the General Plan EIR because it does not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; there are no substantial changes with respect to the circumstances under which the project is undertaken; and there is no new information of substantial importance, which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete for the following reasons:

1. The short-term rental amendments will not have a significant effect on the environment nor increase the severity of previously identified significant effects. Transient rentals are

currently allowed in the existing 2015 General Plan through Chapter 25, and the 2015 RTP/GPU EIR concluded “no impact” for substantial induced population growth in an area, either directly or indirectly (see EIR §4.12(a)). The short-term rental amendments potentially reduce the intensity of existing policy by prohibiting short-term rentals in certain June Lake neighborhoods, and creating a new Type III rental that expires upon sale or transfer of the property, which may eventually result in the elimination of an approved rental. The other changes are related to the process, such as separate approval tracks for residential versus non-residential (and MFR-H) land use designations, and do not have environmental impacts.

2. The short-term rental amendments do not change the underlying property use. Single-family homes that are now used seasonally or periodically by the owner, or are rented on a long-term basis, will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full time residents or long-term renters. In addition, short-term/transient rentals will continue to be subject to compliance with regulations governing the management of these units stipulated in Mono County Code Chapter 5.65 (to be adopted concurrently) and Chapter 26. These existing regulations remain substantially the same as the currently adopted 2015 RTP/GPU (Chapter 26) and as analyzed in the EIR, and address aesthetics, noise, parking, utilities, or other similar issues. If anything, increased regulatory requirements further mitigate parking issues, light trespass, and noise issues. Accordingly, the impacts of the proposed project would not be increased beyond those analyzed in the 2015 RTP/GPU EIR.

CONCLUSION

CEQA Sections 15164(c) through 15164(e) states, “*An Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency’s findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*”

The information presented above indicates that the proposed General Plan Amendment 18-01B does not represent a substantive change to the number of significant effects, severity of effects, or the feasibility and or effectiveness of applicable mitigation measures or alternatives previously addressed in the 2015 RTP/GPU EIR. Therefore, a subsequent EIR is not required because none of the conditions set forth in CEQA Guidelines section 15162 exist for this project.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Public Works/Facilities

TIME REQUIRED	20 minutes, 10 minute presentation, 10 minute discussion	PERSONS APPEARING BEFORE THE BOARD	Joe Blanchard
SUBJECT	Hess Park Solar Pavilion		

AGENDA DESCRIPTION:

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

Presentation by Joe Blanchard regarding the Hess Park Solar Pavilion Project.

RECOMMENDED ACTION:

Approve the Hess Park Solar Pavilion Project. Provide any desired direction to staff.

FISCAL IMPACT:

This project will be funded by donations and labor will be performed by volunteers. The Mono Basin Historical Society will oversee the long-term maintenance on the facility. County staff will be responsible for overseeing volunteers resulting in a minimal impact to the general fund.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

SEND COPIES TO:

Joe Blanchard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Solar Narrative

History

Time	Who	Approval
5/3/2018 8:25 AM	County Administrative Office	Yes

5/3/2018 11:42 AM

County Counsel

Yes

5/3/2018 11:11 AM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: May 15, 2018
To: Honorable Chair and Members of the Board of Supervisors
From: Joe Blanchard, Parks and Facilities Superintendent
Re: Hess Park Solar Pavilion Project

Recommended Action:

Approve the Hess Park Solar Pavilion project.

Fiscal Impact:

This project is funded by donations and labor will be performed by volunteers. County staff will have to supervise volunteers resulting in a minimal impact to the General fund. The Mono Basin Historical Society will oversee the long-term maintenance on the facility.

Background:

The Hess Park Solar Pavilion project was submitted to the County by a Project Request form on October 23, 2017 and the Project Review Committee has recommended that the project be approved by your Board. The project proponents have done widespread community outreach as well as extensive fund raising and have raised more than \$40,000 thus far. This project has exemplified how the Project Review Process should work from the extremely detailed Project Request Form including renderings of what the finished facility will look like as well as a more detailed project description narrative, a reference letter from the Mono Basin RPAC and even included an actual model of the facility.

Releases of liability and other materials developed in conjunction with the Antelope Valley Community Center remodel, which also involved volunteer labor, can be retooled for use with this project, thereby minimizing the internal administrative burden of preparing for the work.

Please contact me at (760) 932-5443 or by email at jblanchard@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Joe Blanchard
Parks and Facilities Superintendent

HESS PARK SOLAR PAVILION

Capital Improvement Request by 350 MONO Climate Action

and the Mono Basin Historical Society

Contact: Janet Carle , jcarle@qnet.com 760-709-1162

PROJECT DESCRIPTION

The Hess Park Solar Pavilion project was conceived by our local climate action group, 350 MONO Climate Action. The Mono Basin Historical Society is also a supporter of this idea, as well as our County Supervisor Bob Gardner.

The Solar Pavilion would be a shade structure with a solar panel roof, providing shade, shelter, and wind protection, a focal point for the park and a venue for events. It would also be an educational tool, showcasing solar energy and our community's commitment to a renewable future. An important component is clearly visible numbers allowing visitors to see solar energy being generated in real time, and educational panels about renewable energy. There would also be display space for tourist information about the Mono Basin, upcoming events, and the Mono Basin History Museum.

We envision a size of approximately 25 ft. by 40 ft.(requested by the Historical Society to accommodate their events) with a paver floor and open sides, with one side enclosed to allow a stage/screen area that offers wind protection. There would be lighting, electric outlets and WiFi access (the Old Schoolhouse Museum can provide a mounting location for the WiFi device). The solar panel roof would generate 15 KW hours of electricity, providing a significant clean energy source to the County. The pavilion could possibly be connected to the meter at the County Yard since there is a benefit to having the biggest user hooked to the meter. Another meter option is the adjacent Schoolhouse Museum. A non-Tesla level 2 charging outlet could be installed on the curb, powered by the solar energy, getting Lee Vining on the EV charging maps. Seating would be movable to accommodate various events.

The recommended site is in Hess Park in Lee Vining, between the History Museum and the play structure. Why here? It is close enough to the Museum to use for their events. It is visible and easily found by visitors. It will provide seating and shade for parents of kids in the playground. It is near a water fountain, restrooms and electricity in an already developed park area. It is near the high school, library and community garden, and within walking distance of the elementary school, allowing use for events. The site is on DWP land leased to Mono County.

Designer Nathan Taylor has come up with an affordable and pleasing design, based on a kit available from a company in Texas. Snow load and wind have been considered and everything is up to building codes. Please see the attached conceptual drawings -- the pictures are worth a thousand words!

PROJECT JUSTIFICATION and NEED

- * Provide shade, shelter and wind protection in the park
- * Provide a venue for outdoor community events.
- * Generate solar energy for reducing the County's electrical bill and working toward Resource Efficiency goals.
- * Educate the community and visitors about renewable energy by seeing solar power generated in real time.
- * Provide interpretive displays for visitors about Lee Vining, Mono Lake and the region.
- * Provide visitors with a place to charge phones and use the WiFi, as well as learning about what to see in the Mono Basin, a great tourist amenity.

This project is supported by the **Mono County Public Works Approval Policy** goals:

- * Investing in community-serving facilities
 - * Maintaining strong infrastructure
 - * Energy reduction (solar component)
- * Aligning with **Mono County General Plan (Resource Efficiency Plan, 2014)**
- Goal #2: Reduce energy use in new construction
- Goal #4: Encourage renewable energy generation for use within the County
- Goal #7: Collaborate with community partners to improve resource efficiency in County
- Goal LU1: Promote compact, efficient and contiguous development in unincorporated areas.
- Goal LU 2: Plan for adapting and mitigating climate change (renewable energy education and awareness)

Supported by goals in the **Mono Basin Community Plan (2012)**

Goal 1

- * Objective C, Policy 2: Support green building practices and energy efficiency (solar)
 - Policy 4: Promote architecture, site planning and uses compatible with surrounding visual and scenic environment (design reflecting Museum and lake)
 - Objective E: Promote well-planned and functional community uses that retain small town character and increase quality of life. (desirable amenity for locals and visitors)
- Goal 2

Objective B: Cultivate tourism-related programs and attractions and capitalize on nearby attractions by promoting Lee Vining as a centralized recreation hub (panels on attractions, solar power, Historical Society programs, etc.)

Goal 3

Objective A, Policy 1: Open a dialog with the schools with the intention of initiating a collaborative relationship (design ideas from LV High School math and art students)

Objective B, Policy 3: Support outdoor education, supervised and unsupervised, and facilities for youth (Pavilion provides outdoor classroom space near the schools.)

TIMELINE

We realize that this project will take time and need design, engineering and environmental review. We hope to have the County approve the concept and put the project in the pipeline, allowing us to raise funds for the process and construction. Construction in summer of 2018 is the goal, depending on fundraising success.

PROPOSED FUNDING

This will be a community effort from start to finish, without asking for County funding. We plan to seek grant funding, since there is a renewable energy/education component. Corporate funding is also a possibility, Donor plaques or tiles will be incorporated into the design on the rear wall. This is a project that will benefit the whole community and our visitors from all over the world. It is a win-win and we don't anticipate difficulty in raising the funds, it just may take awhile. There are offers of donated expertise from designers, contractors and engineers.

PRELIMINARY COST ESTIMATE

Our designer estimates the cost at \$45,000 - \$60,000 including labor. With donated and volunteer labor, the cost will be significantly lowered, possibly to around \$30,000. There would be a considerable financial return to the County with the energy generated by solar over the life of the pavilion.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

Departments: Public Works / Fleet

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Jerry VandeBrake

SUBJECT Sale of One Surplus Ford Expedition to the Long Valley Fire Protection District

AGENDA DESCRIPTION:

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

Resolution to sell a surplus 2012 Ford Expedition (Unit 739) to the Long Valley Fire Protection District for one dollar (\$1.00)

RECOMMENDED ACTION:

1. Receive staff report regarding a request from the Long Valley Fire Protection District to purchase a surplus 2012 Ford Expedition (Unit 739) from Mono County for one dollar (\$1.00). 2. Adopt proposed resolution finding that Unit 739, is in good condition but is excess and/or unneeded property and authorizing the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of Unit 739 to the District. 3. Provide any desired direction to staff.

FISCAL IMPACT:

Based on results from the April 14, 2018 TNT auction, the vehicle has a value of approximately \$6,500. Accordingly, the County will lose potential General Fund revenue of approximately \$6,500.

CONTACT NAME: Jerry VandeBrake

PHONE/EMAIL: 760 932 5462 / jvandebrake@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff report](#)

[Resolution](#)

History

Time	Who	Approval
5/3/2018 3:03 PM	County Administrative Office	Yes
5/3/2018 4:14 PM	County Counsel	Yes
5/3/2018 2:50 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Date: May 08, 2018

To: Honorable Chair and Members of the Board of Supervisors

From: Jerry VandeBrake, Fleet Services Superintendent

Subject: Sale of One Surplus Ford Expedition to the Long Valley Fire Protection District

Recommended Action:

1. Receive staff report regarding a request from the Long Valley Fire Protection District to purchase a surplus 2012 Ford Expedition (Unit 739) from Mono County for one dollar (\$1.00).
2. Adopt proposed resolution finding that Unit 739, is in good condition but is excess and/or unneeded property and authorizing the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of Unit 739 to the District.
3. Provide any desired direction to staff.

Fiscal Impact:

Based on results from the April 14, 2018 TNT auction, the vehicle has a value of approximately \$6,500. Accordingly, the County will lose potential General Fund revenue of approximately \$6,500.

Discussion:

Mono County has several surplus vehicles ready for auction in April. There was a request from two Special Districts to purchase surplus Ford Expeditions in good condition. However, there was only one that was deemed worthy to sell to Special Districts. The remaining surplus vehicles had considerable issues with maintenance/repairs and are set for auction in April 2018. The (LVFPD) was judged to be in the most need for the one Expedition in good condition.

Unit 739, a 2012 Ford Expedition was formerly operated by Mono County Sheriff's Department, is considered surplus and/or unneeded property. Unit 739 has 169,298 miles.

If you have any questions regarding this item, please contact me at 932-5462.

Respectfully submitted,

Jerry VandeBrake, Fleet Services Superintendent



RESOLUTION NO. R18-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE SALE OF A SURPLUS VEHICLE
TO THE LONG VALLEY FIRE PROTECTION DISTRICT**

WHEREAS, Mono County has a 2012 Ford Expedition (Unit 739 - VIN 1FMJU1G50CEF27541) formerly used by the Sheriff’s Department that has reached its useful mileage for the County and is surplus/unneeded property; and

WHEREAS, the Long Valley Fire Protection District (the “District”) has a need for a vehicle to support its fire prevention and response functions; and

WHEREAS, the District has indicated that Unit 739 will meet its needs and has offered to purchase Unit 739 from the County for the sum of one dollar (\$1.00); and

WHEREAS, the sale of Unit 739 to the District furthers a public purpose by contributing to the ability of the District to engage in fire prevention and response within its jurisdictional boundaries;

NOW, THEREFORE, the Mono County Board of Supervisors hereby **FINDS AND RESOLVES** that:

SECTION ONE: Unit 739, a 2012 Ford Expedition (VIN 1FMJU1G50CEF27541) is in good condition, but is surplus property that is not needed by Mono County.

SECTION TWO: Unit 739 shall be sold to the Long Valley Fire Protection District for the sum of one dollar (\$1.00).

SECTION THREE: The Director of Public Works is directed to prepare, process, and execute applicable documents to transfer ownership of Unit 739 to the District.

APPROVED AND ADOPTED this 8th day of May 2018, by the following vote:

- AYES :
- NOES :
- ABSENT :
- ABSTAIN :

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

TIME REQUIRED

SUBJECT Performance Evaluation - CAO

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
5/3/2018 11:42 AM	County Administrative Office	Yes
5/3/2018 11:43 AM	County Counsel	Yes
5/3/2018 12:17 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 8, 2018

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
5/3/2018 3:03 PM	County Administrative Office	Yes
5/3/2018 12:16 PM	County Counsel	Yes
5/3/2018 12:17 PM	Finance	Yes