



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 July 10, 2018

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Jennifer Halferty Swearing In as District One Supervisor

Departments: Clerk of the Board

Jennifer Halferty was appointed by Governor Brown as the Mono County District One Supervisor on July 2, 2018 and therefore, will be sworn into the office.

Recommended Action: No Board action required. Senior Deputy Clerk Scheereen Dedman will administer the oath of office.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on June 5, 2018.

Recommended Action: Approve the minutes from the Regular meeting held on June 5, 2018.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on June 12, 2018.

Recommended Action: Approve the minutes from the Regular meeting held on June 12, 2018.

Fiscal Impact: None.

C. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on June 19, 2018.

Recommended Action: Approve the minutes from the Regular meeting held on June 19, 2018.

Fiscal Impact: None.

D. Bilingual Pay for Deputy Probation Officers Unit

Departments: Human Resources

Proposed resolution adopting and approving Agreement and First Amendment to the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Local 39, on behalf of the Mono County Deputy Probation Officers Unit.

Recommended Action: Adopt proposed resolution R18-____, Approving Agreement and First Amendment to the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Local 39, on behalf of the Mono County Deputy Probation Officers Unit.

Fiscal Impact: There would be 2 tiers of bilingual pay available to the bargaining unit. The lower level of proficiency would pay \$125 per month and the highest level of proficiency would pay \$250 per month. Annual cost is between \$1,500 and \$3,000. This amount is proposed for inclusion in phase II of the County's operating budget for FY 2018-19.

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. Caltrans Speed Zone Survey of Tioga Pass Road

Letter from Caltrans regarding a speed zone survey conducted on State Route 120 which resulted in a recommendation that the speed limit be updated to 55 mph.

B. Los Angeles Department of Water and Power Transition of Responsibility

Letter from the Los Angeles Department of Water and Power advising the Board of Supervisors that Mr. Clarence Martin will be replacing Mr. James Yannotta as Aqueduct Manager in the Water Operations Division.

C. Davis Wright Tremaine LLP Letter

Letter from Zeb Zankel of Davis Wright Tremaine LLP, attorneys for Altice USA, Inc. to Michael Pierce of the California Public Utilities Commission to advise that Altice USA completed a pro forma restructuring on June 8, 2018.

7. **REGULAR AGENDA - MORNING**

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

Departments: County Counsel

15 minutes

(Christian Milovich) - Pursuant to recent Board direction, staff is presenting proposed Ordinance No. Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

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

Fiscal Impact: None.

B. Birch Creek Condo - Potential Sale

Departments: Community Development, Finance

30 minutes

(Wendy Sugimura, Megan Mahaffey) - The county-owned June Lake housing unit is currently vacant. This item will formally discuss the sale of the Birch Creek Condo # 5, located in June Lake.

Recommended Action: 1. Direct staff to prepare a Resolution of Intention to sell Birch Creek #5 for consideration by the Board. 2. Direct staff to work with Mammoth Lakes Housing to deed restrict Birch Creek Condo # 5. 3. Direct Staff to obtain an appraisal of Birch Creek Condo #5 and bring back detail of how the funds will be used to implement specific portions of the housing toolbox.

Fiscal Impact: The sale of this condo could fund housing mitigation programs.

C. Housing Mitigation Ordinance Suspension

Departments: Community Development

15 minutes

(Megan Mahaffey) - The current Housing Mitigation Ordinance suspension expires August 30, 2018. The suspension must be extended to allow time for the community-based planning approach to proceed.

Recommended Action: 1. Introduce, read title and waive further reading of proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance until June 30, 2019; and 2. Direct Staff to integrate Housing Mitigation Ordinance potential adoption with Housing toolbox so that the entire housing program package can be evaluated and implemented as directed by the Board.

Fiscal Impact:

Under the suspension, no funding will be generated for the Housing Mitigation Fund.

D. Request for Proposals for Indigent Defense Services

Departments: CAO

20 minutes (5 minute presentation, 15 minute discussion)

(Leslie Chapman) - Request for Proposals (RFP) for Indigent Defense (Public Defender) Services for Mono County.

Recommended Action: Authorize County Administrative Officer to finalize and release RFP. Provide any other desired direction to staff.

Fiscal Impact: The cost of indigent defense services pursuant to the RFP is unknown and will depend on proposals received.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - 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 - Initiation of Litigation

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

section 54956.9. Number of potential cases: One.

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 July 10, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Jennifer Halferty Swearing In as
District One Supervisor

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Jennifer Halferty was appointed by Governor Brown as the Mono County District One Supervisor on July 2, 2018 and therefore, will be sworn into the office.

RECOMMENDED ACTION:

No Board action required. Senior Deputy Clerk Scheereen Dedman will administer the oath of office.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

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
7/5/2018 3:36 PM	County Administrative Office	Yes
7/5/2018 1:03 PM	County Counsel	Yes
7/5/2018 11:07 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 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 June 5, 2018.

RECOMMENDED ACTION:

Approve the minutes from the Regular meeting held on June 5, 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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6-5-18 Draft Minutes

History

Time	Who	Approval
7/5/2018 3:25 PM	County Administrative Office	Yes
7/5/2018 12:53 PM	County Counsel	Yes
7/5/2018 8:48 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
June 5, 2018**

Flash Drive	Board Recorder
Minute Orders	M18-102 – M18-112
Resolutions	R18-29
Ordinance	ORD18-08 – ORD18-09

9:03 AM Meeting Called to Order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

Meeting Called

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

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Eric Edgerton, Tilth Farms:

- Asked for standing agenda item to discuss cannabis.

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:

- Elections day!
- Three-day budget workshop.
- Looking for a way to get new contracts in place for public defender.
- Inyo – Los Angeles Standing Committee meeting.
- Hector Gonzales: Spoke to Gerry Mohun, he will be leaving his practice sooner than

Note:

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

taking the bench. He anticipates not providing representation around October / November.

4. DEPARTMENT/COMMISSION REPORTS

Jay Sloane, Risk Manager:

- Attended the Trindel Insurance Fund Board meeting. Executive Director David Nelson handed out folders given to the Board, which included a letter that he read from.

Shannon Kendall, Registrar:

- Update on Elections Day.

Janet Dutcher, Finance Director:

- June, recommended budget has been posted to Auditor-Controller website. Provided bound copies to the Supervisors.
- Public hearing next week at 1:00 PM.

Alicia Vennos, Economic Development Director:

- Productions currently in town and coming to town.

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 minutes from the Regular meeting held on May 1, 2018.

Action: Approve the minutes from the Regular meeting held on May 1, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-102

B. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting held on May 8, 2018.

Action: Approve the minutes from the Regular meeting held on May 8, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-103

C. Appointment to Antelope Valley RPAC

Departments: CDD

Antelope Valley Regional Planning Advisory Committee appointment.

Action: Consider appointing Debie Bush for a two-year term on the Antelope Valley RPAC expiring December 31, 2020.

Note:

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Peters moved; Corless seconded
Vote: 4 yes; 0 no
M18-104

D. Board Letter Supporting Good Neighbor Agreement between California Natural Resources Agency and Humboldt-Toiyabe National Forest

Departments: CAO

Consideration of a letter from the Mono County Board of Supervisors to the California Natural Resources Agency and the Humboldt-Toiyabe National Forest, supporting the development and execution of a Good Neighbor Agreement to facilitate funding of forest health, watershed restoration and habitat restoration efforts.

Action: Approve Board signature and distribution of letter.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-105

Supervisor Corless:

- Replace Ted Gaines with Senator Berryhill to the CC list.
- Updated letterhead.

E. Mono County Injury and Illness Prevention Program

Departments: Risk Management

Proposed resolution adopting the Mono County Injury and Illness Prevention Program.

Action: Adopt proposed resolution R18-29, Adopting the Mono County Injury and Illness Prevention Program.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

R18-29

F. Local Area Management Program (LAMP)

Departments: Health

(Louis Molina) - Board approval of the Local Area Management Program (LAMP).

Action: Approve the Local Area Management Program (LAMP), on behalf of Mono County, for the implementation of the Onsite Wastewater Treatment Systems (OWTS) Program.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-106

Note:

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G. California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement

Departments: Public Health

Proposed agreement with the California Department of Public Health (CDPH) pertaining to the California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement.

Action: Approve County entry into the California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement and authorize the Public Health Director's signature to execute said agreement on behalf of the County.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-107

H. Closeout MOU with Caltrans regarding Conway Ranch Conservation Easement

Departments: CAO

Memorandum of understanding (MOU) with the California Department of Transportation (Caltrans) recognizing the County's compliance with requirements of prior MOU related to the establishment of a conservation easement on 804 acres of land at Conway Ranch and releasing the County from the obligation to include two final acres into the easement.

Action: Authorize Chair to execute MOU with Caltrans regarding the implementation of a Conservation Easement on Conway Ranch.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-108

I. Immunization Local Assistance Grant Contract #17-10072

Departments: Health Department

On 5/1/2018 the Board approved County entry into the Immunization Local Assistance Grant Contract #17-10072. Upon California Department of Public Health, Immunization Branch's receipt of the grant and signature form, there was a further request for signature on the Grant Agreement, CDPH 1229 and Exhibit F, Certification Regarding Lobbying forms to fully execute the agreement.

Action: Authorize the Chairman of the Board of Supervisors to sign 2 copies of the Grant Agreement, CDPH 1229 Form and 1 copy of Exhibit F, Certification Regarding Lobbying to fully execute the Immunization Local Assistance Grant Contract #17-10072 on behalf of the County.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

Note:

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M18-109

- Updated contract packet provided (available in additional documents)

J. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2018

Action: Approve the Treasury Transaction Report for the month ending 4/30/2018

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-110

K. Ordinance Delegating Investment Authority to the County Treasurer

Departments: Finance

(Janet Dutcher) - Proposed ordinance delegating investment authority to the County Treasurer.

Action: Adopt proposed ordinance ORD18-08, Delegating investment authority to the County Treasurer and authorizing annual renewals of such delegation in subsequent years by resolution.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

ORD18-08

L. Termination of Temporary Moratorium on Commercial Cannabis Operations

Departments: Community Development; CAO; County Counsel

There is a current moratorium prohibiting all commercial cannabis activities within the unincorporated area of Mono County. Following the recent adoption of local regulations and permitting processes for commercial cannabis operations, it is necessary that the Board terminate the moratorium.

Action: Adopt proposed urgency ordinance ORD18-09, Terminating temporary moratorium on commercial cannabis activities enacted by Mono County Ordinance ORD16-11 and extended by ORD17-02 and ORD17-15.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

ORD18-09

Eric Edgerton:

- Discussed benefits to the new tax measure.
- If the tax measure fails, there will still be benefits to the County.

Supervisor Stump:

- Asked Wendy Sugimura to speak to what options the Board can consider for if the

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measure does not pass.

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. California Fish and Game Commission

Letter from the California Fish and Game Commission providing a copy of the notice of proposed regulatory action relative to amending the California Code of Regulations relating to Sage Grouse Preference Points and Draw.

Supervisor Stump:

- This letter involves hunting permits for Sage Grouse.
- We should pressure the Fish and Game Commission to stop allowing them to be hunted.
- Would like this to be included on a future agenda.

B. EMS Letter of Commendation

Letter of commendation from Calstar for Captain Bryan and his crew Heather and Cat.

Supervisor Corless:

- Acknowledged the great work of the EMS staff.

C. Inyo National Forest Letter

Letter from the Mammoth Ranger District of the Inyo National Forest soliciting input for the Mammoth Mountain Ski Area Chair 16 Replacement Project.

D. Response to County letter regarding highway safety from Cal Trans

Letter from the California Department of Transportation responding to the Board's May 1, 2018 letter regarding fatal collisions on 395.

E. Suddenlink Letter

Letter from Suddenlink advising of changes to some monthly service fees and surcharges for residential customers.

F. Sheriff Braun's Appointment to 911 Advisory Board

Letter from Sheriff Braun to Governor Brown thanking him for her appointment to the California 9-1-1 Advisory Board.

Note:

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Sheriff Braun:

- Appointed to 911 Advisory Board last week when the vacancy became available - volunteered. Was recommended by Cal Sheriffs for the position. Nine months experience answering 911 for LAPD.
- Want to make sure that the entire east side has a voice.

7. REGULAR AGENDA - MORNING

A. Superior Court Comprehensive Collections Program

Departments: Mono County Superior Court

(Hector Gonzalez, Mono County Superior Court Administrative Officer) - Pursuant to California Penal Code section 1463.007, Mono County and the Mono County Superior Court agreed to establish a "Comprehensive Collections Program" to collect delinquent criminal/infracton fines and fees. Court staff will update the Board of Supervisors regarding the revenue generated by the comprehensive collections program. Court staff will also advise the Board of Supervisors of an increase in the recovery of collection program related costs by the Court.

Action: None; informational only.

Hector Gonzalez, Mono County Superior Court Administrative Officer:

- Presentation
- Hopes that this will allow for the Bridgeport office to be open one more day.

Janet Dutcher:

- Delinquent collections, not current collections.
- County budgeting discretionary portion that the County is entitled to.

Break: 10:10 AM

Reconvene: 10:21 AM

B. South County Facility Options Analysis and Decision

Departments: CAO

(Tony Dublino, Assistant CAO) - Staff analysis of two south county facility options: Purchase and renovation of Mammoth Mall and building a government center on the parcel known as McFlex.

Action: Pursue Civic Center on McFlex Parcel. A. Determine that the County will construct a new South County office facility on 175 Sierra Park Road (commonly referred to as the "McFlex" parcel) in Mammoth Lakes and, based on the analysis provided with the staff report, find that the project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21083.3 and 14 CCR 15183 and direct staff to file a notice of exemption with the Mono County Clerk Recorder. B. Authorize CAO, in coordination with County Counsel, to negotiate and finalize contract for the design and construction of a County office facility in Mammoth Lakes with selected design-build entity and return to Board for approval.

Corless moved; Peters seconded

Note:

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Vote: 4 yes; 0 no

M18-111

Tony Dublino, Assistant CAO:

- Presentation (available in additional documents).

Janet Dutcher:

- Presentation (available in additional documents).

Sandra Pearce:

- Addressed how public health plays into the picture.

Jennifer Halferty, Executive Director, Mammoth Lakes Housing:

- District 1 constituents.

Leslie Chapman:

- Next steps: RFP Results for contractor. Public Works will be working with that person to finalize contract. Remind Board that we have 2 large projects going on right now. Assure you that we are looking at details of both projects. We will be considering the timing cost and cash flows.

C. Proposed Ordinance Amending Mono County Code 1.12.050

Departments: County Counsel

(Anne Larsen) - Proposed ordinance amending Mono County Code Section 1.12.050, related to appeals of administrative citations issued by the Compliance Division, to clarify language and increase the pool of potential hearing officers available to hear such appeals.

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

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-112

Anne Larsen, Deputy County Counsel:

- Procedures and rules for administrative appeals for administrative citations.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Moved to Board Reports.

9. CLOSED SESSION at 12:46 PM

A. Closed Session--Human Resources

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

Note:

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

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

B. Closed Session - Performance Evaluation, County Administrative Officer

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

Reconvene: 1:45 PM

Nothing to report out of Closed Session.

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- Invitation to Sierra Nevada Conservancy Board.
- Asked that Meeting be adjourned in memory of Elliott Thompson.
- LADWP/Long Valley ranches advocacy – in Sacramento, Bishop, more work to do.
- 5/31: UC Santa Barbara Valentine Eastern Sierra Reserves strategic planning – represented the county at a productive planning session aimed at increasing community engagement, raising awareness of the research and work being done at SNARL and Valentine.
- VOTE – thanks to our amazing elections team for all they've done to improve/clarify the process and encourage voter turnout.

Supervisor Gardner:

- On May 24 I participated with Supervisor Corless in a special YARTS Board meeting. We discussed the status of the YARTS budget and agreed a fare increase should be pursued.
- On May 30 I attended by phone a meeting about the joint County and Town of Mammoth Lakes Recreation Position. This project continues to move ahead. I noted the direction our Board took in May regarding funding the Recreation Position for the next fiscal year.
- Finally, on Friday June 1 I again participated in a special meeting of the Eastern Sierra Transit Authority Board. We have an Acting Executive Director while we continue to work on selecting a permanent Executive Director.

Supervisor Peters:

- **15th** CSAC Conference
- **16th** CSAC Conference Bigelow & Berryhill
- **17th** Resiliency Task Force Natural Resources/Fish and Wildlife & CSAC BOD Lunch
- **21st** **Budget Workshop**
- **22nd** **Budget Workshop**
- **23th** Budget Workshop and Town Hall
- **24th** Treasury Oversight Committee

Note:

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- **25th** Mule Days Shelly Abazian from Feinstein's Office Ranchers Inyo Supervisor Griffith Administrator Kevin Carunchio Tom Talbot, Mark Lacy and others
- **26th** Mule Days Paul Cook Mike Reynolds YNP Parade
- **31st** Inyo/DWP Standing Committee Meeting in LA
- **Upcoming:**
- June 14th LADWP Commission Chairman Mel Levine and Liz Crosson From Mayor Garcetti's office
- CSAC 6/27-28

Supervisor Stump:

- 5-29: Had a meeting with one of the ranchers affected by the DWP irrigation cutoff. He gave me a briefing on a conversation between senior DWP management and the Cattle Growers Association.
- 6-3: Attended the Crowley Community Yard Sale and BBQ hosted by CSA 1.
- Sad to report that over the weekend there was a spike in seizure / overdose calls in Mono County affecting young adults (18 to 30). The culprit, according to someone that works in the ER, is heroin mixed with fentanyl apparently supplied by a cartel to the local market. The people picking up the pieces are the Volunteer Fire Departments, our EMS program, and the hospital. Google fentanyl to see how truly dangerous it can be when mixed with other drugs and alcohol. I personally was involved in two of these calls. Time to end the delusion by some local folks that this does not happen here.

Moved to Closed Session

ADJOURNED in memory of Elliott Thompson at 1:46 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK

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 July 10, 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 June 12, 2018.

RECOMMENDED ACTION:

Approve the minutes from the Regular meeting held on June 12, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
6-12-18 Draft minutes

History

Time	Who	Approval
7/5/2018 3:24 PM	County Administrative Office	Yes
7/5/2018 12:54 PM	County Counsel	Yes
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**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.

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**Regular Meeting
June 12, 2018**

Flash Drive	Board Recorder
Minute Orders	M18-113 – M18-118
Resolutions	R18-30
Ordinance	ORD18-10

9:03 AM Meeting Called to Order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

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Pledge of Allegiance led by Supervisor Corless

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Pam Hamic, Northern Mono County Hospice:

- Provided update.
- First training July 12-14. First day in Walker, volunteer training. Doula training in Bridgeport first day, second day in Walker.
- Going to RPAC in Lee Vining tomorrow night.
- Already have over 40 volunteers.
- August 11 kick-off dinner to introduce volunteers, and large fund raiser.

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:

Note:

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

- Hopeful completion of budget for next fiscal year today.
- Turn thoughts towards plans for next year and how to execute them.
- Behavioral Health, Davison House, housing plans for the future.
- Unified Command Meeting. Presentation by Public Health Officer about emergency preparedness. All Hazards Incident Command Program. Training all next week.
- Will be off next Tuesday, June 19. Assistant CAO will also be off for vacation.

4. DEPARTMENT/COMMISSION REPORTS

Shannon Kendall, Registrar:

- Handed out most recent ballot results (available in additional documents).
- July 3 - bring certification to the Board.
- Surveys at ballots - mostly 4s and 5s.
- Observer at Mammoth polls, survey emailed to the Board (available in additional documents).
- Supervisor Stump: Measure A failed but Measure B passed, though close in numbers?
- Stacey Simon: Different thresholds.
- Leslie Chapman: Volunteered. Thanked Shannon and her team. IT. Sheriff had deputies running ballots.

Sheriff Braun:

- Update on Wednesday's activities in Mammoth Lakes. Shooting. 2 people shot. 1 survivor. Inyo Mono Special Detail team responded. Cannot report on the details of the case, as it is Mammoth Lakes Police Department's case.

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 minutes from the Regular meeting held on May 15, 2018.

Action: Approve the minutes from the Regular meeting held on May 15, 2018, as amended.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

M18-113

Supervisor Corless:

- Corrections to Board Report – Tribal cannabis (not travel); Christina Caro (not Carrow).

B. County Response to the 2017-2018 Grand Jury Interim Report

Departments: CAO

Approval of Board of Supervisor's response to the 2017-2018 Grand Jury Interim Report

Action: Approve response letter to the 2017-2018 Grand Jury Interim Report.

Stump moved; Peters seconded

Note:

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

Vote: 4 yes; 0 no
M18-114

C. Approval of FY17-18 Regional Surface Transportation Program Exchange Agreement

Departments: Public Works

Years ago, the State acting through Caltrans authorized a program that allowed small counties to exchange their allocated Federal funds and State matching funds for State-only funds. This process allows the County to receive the funds for use for any purpose for which Road Funds can be used without the requirement to meet Federal requirements. This action will allow Mono County to continue to exchange its allocated Federal funds and State matching funds for State-only funds.

Action: Approve and authorize the Chair's signature on the FY 17-18 Federal Exchange and State Match Agreement.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

M18-115

D. Proposed Ordinance Amending Mono County Code Section 1.12.050

Departments: County Counsel

Proposed ordinance amending Mono County Code Section 1.12.050, related to appeals of administrative citations issued by the Compliance Division, to clarify language and increase the pool of potential hearing officers available to hear such appeals.

Action: Adopt proposed ordinance ORD18-10, Amending Chapter 1.12, Section 1.12.050 of the Mono County Code Pertaining to Appeals of Administrative Citations.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

ORD18-10

E. Three Month Extension of Solid Waste Franchise Agreements

Departments: Public Works; Solid Waste Division

Three-month extension to existing Solid Waste Franchise Agreements to allow for completion of negotiations prior to entrance into new franchise agreements.

Action: Exercise option in Article 3.01(c) of the Solid Waste Franchise Agreement to extend the Agreement by three months. Direct staff to prepare required notice to franchisees.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

Note:

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

M18-116

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. Motion to Reconsider Provisions within Mono County Code Chapter 7.92 "Smoking Policies and Restrictions"

Departments: Board of Supervisors

(John Peters) - Motion pursuant to Board Rule 30 to reconsider provisions added to Mono County Code Chapter 7.92 by Mono County Ordinance ORD18-03 (April 17, 2018), that prohibit the sale of certain flavored cigars, cigarettes and chewing tobacco currently being sold within the unincorporated areas of the County and/or to make such other changes to Chapter 7.92 as the Board deems necessary or appropriate.

Action: Hear report from Supervisor Peters, staff and members of the public. Consider and approve motion to reconsider. If motion to reconsider is approved, direct staff to agendize ordinance amending Chapter 7.92 consistent with direction provided, for consideration by the Board at a regularly-scheduled meeting. Provide any other desired direction to staff.

Reconsider certain provisions of Mono County Code 7.92 pertaining to the County smoking of tobacco laws.

Peters moved; Stump seconded

Vote: 4 yes; 0 no

M18-117

Supervisor Peters:

- Will take responsibility for not fully understanding the implications, impact, and potential consequences.
- Handout of what is currently sold (available in additional documents).
- Not asking to reconsider the entire ordinance, just a few products. Would like to have certain products remain in place.

Leslie Chapman:

- If Board chooses to reconsider, it will come back to Board for a vote. Several options that can be considered.
- Staff would like direction on how to proceed based on Board's decision today.

Nancy Mahannah:

- Read from handout (available in additional documents), which retailers received in last education packet.
- Cancer nurse at UCLA for 14 years. Kept me going for the last 27 years working for the County to encourage cessation.

Public Comment

Note:

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Debie Bush:

- Spoke in opposition to the ordinance.

Misty Sullivan, Bridgeport Chamber of Commerce / Twin Lakes Resort:

- Spoke in opposition to the removal of flavored tobacco from her business.

Pam Hamic, Northern Mono Chamber of Commerce:

- Spoke in opposition to the ordinance.

Supervisor Peters:

- Read letter from John and Sue Simpson.

Break: 10:26 AM

Reconvene: 10:39 AM

B. Mono County Land Mobile Radio System Update

Departments: Information Technology

(Nate Greenberg) - This agenda item will provide an update on the work performed on the Mono County Land Mobile Radio System since December 2017 and outline the road map for the coming season.

Action: Informational item only.

Nate Greenberg, IT Director:

- Went through presentation.

C. Delta Wireless Contract Renewal

Departments: Information Technology

(Nate Greenberg) - Delta Wireless provides engineering and technical assistance to the Information Technology Department in the management of the Mono County Land Mobile Radio System (MCLMRS). This item renews a Time & Materials agreement for FY 18-19 in the amount of \$150,000 which covers both labor and capital equipment purchases.

Action: Approve County entry into proposed contract with Delta Wireless and authorize the County Administrative Officer to execute said contract on behalf of the County.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-118

Nate Greenberg, IT Director:

- Introduced item.

D. County Counsel's Office Presentation

Departments: County Counsel

(Stacey Simon) - Presentation by Mono County Counsel Stacey Simon providing an overview of the County Counsel's office and highlighting accomplishments for the current year and goals for next fiscal year.

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

Stacey Simon, County Counsel:

Note:

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- Went through presentation / overview of department (available in additional documents).

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

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.

Closed Session cancelled.

Break: 11:53 AM

Reconvene: 1:06 pm

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. 2018 - 19 Budget Hearing

Departments: CAO, Finance

(Leslie Chapman, Janet Dutcher) - Public hearing and adoption of the 2018-19 CAO Recommended Budget as presented or amended.

Action: 1. Conduct public budget hearing, 2. Adopt resolution R18-30, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2018-2019, as presented and amended.

Corless moved; Stump seconded

Vote: 4 yes; 0 no

R18-30

Leslie Chapman, CAO:

- Introduced item.
- Postpone adoption of allocation list until next Tuesday, due to corrections.

Note:

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Janet Dutcher, Finance Director:

- Went through presentation.
- Explained amendment.

Public Hearing at 1:53 PM

Doug Wilson, Interim Public Works Director:

- Request minor adjustment.
- Bridge project Contract Services Pg. 231 of budget book.
- Janet: Anticipating enough carry over balance.

Tim Kendall, District Attorney:

- Base operating budget. Funding investigations and prosecutions, jury and witness fee category. Pg. 87

Public Hearing Closed: 2:18 PM

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:

- 6/7 - Sierra Nevada Conservancy Board Meeting: discussion of grant guidelines for Prop 68, funds will be available in two years; Prop 1 grant funding awarded to the Mammoth Lakes Fire Safe Council
- 6/11 –
- LTC: YARTS short-range transit planning presentation, need to focus on sustainable funding; Freeman Gulch project ribbon cutting today; brief discussion of safety issues on Hwy 395 in San Bernardino County;
- Mammoth Lakes Housing: budget approval (town allocated same amount of funding as last year); Exec. Director transition – Jennifer Halferty will leave MLH in early August, Patricia Robertson will step in as interim director while contract with town is negotiated. Board opted to not conduct a full search given uncertainties of contract and work. Focus on maintaining current programs. No change on the board yet, but likely since two members of the MLH board were elected to town council.
- Later this month: 6/27 – Senior Services Focus Group. Behavioral Health Dept and Town Parks and Rec are holding a listening session regarding need for activities/programs for senior adults in Mammoth. Noted that Eastern Sierra Agency on Aging should be informed/involved.

Supervisor Gardner:

- On June 6 I attended the June Lake Citizens Advisory Committee. We discussed several issues, including CAC roles and responsibilities, bike lanes on Rt. 158, the free summer shuttle, and a skatepark for the community.
- On June 7 I attended the June Lake Trails Committee meeting. The committee focused on the Trails Day event coming up on Saturday June 23.
- On Friday the 8th I attended another meeting with Mammoth Town officials on the joint recreation position. We are moving ahead on recruitment for this position.
- Also, on the 8th I participated in a quarterly conference call with SCE on various issues in my district. SCE will be working on the Rush Creek Dam system again this summer but with many fewer helicopter flights.

Note:

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- 9th attended ESIA lands trust lands and legacy event.
- Finally, last evening I attended the MONO Basin Fire Safe Council meeting. This group continues to seek ways to increase fire prevention activity in the Mono Basin area.

Supervisor Peters:

- 7th RPAC
- 8th Jan Cutts HT Bridgeport Ranger
- 9th Lands and Legacy
- **Upcoming:**
- Bridgeport Chamber 5pm tonight and BP RPAC tonight
- June 14th LADWP Commission Chairman Mel Levine and Liz Crosson From Mayor Garcetti's office
- CSAC 6/27-28
- CSAC Resiliency Advisory Committee

Supervisor Stump:

- 6-5: After my comments last week about opioid overdoses I received an email from Robin Roberts. I met with Robin on Wednesday who confirmed that work is being done to potentially provide some relief when overdoses occur. More information on this later.
- 6-6: Met with Nick Criss about four "Notice of Violation" and other Code Violation issues.
- 6-11: Attended LTC - Adopted several resolutions involving ESTA Funding and Unmet Transportation Needs. The fifth day dial a ride in the Antelope Valley is included in the ESTA Operations plan so it will not require additional funding as it did last year. The interim ESTA Director, Karie Bentley, introduced herself. ESTA appears to be coping with its management changes. Also had an excellent presentation about YARTS. I will ask Supervisor Corless to cover this since she is on the YARTS Board.
- Crowley Skate Park should be opening on Tuesday. Paving will have to wait until July when the paving contractor can get here. Big thank you's to Joe Blanchard, Claude Fiddler, and Paul Roten for seeing this through to the finish line. No, I will not be trying out the Park after today's meeting.
- Elections

ADJOURNED at 2:48 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK

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 July 10, 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 June 19, 2018.

RECOMMENDED ACTION:

Approve the minutes from the Regular meeting held on June 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:

Click to download
Draft Mins 06-19-18

History

Time	Who	Approval
7/5/2018 3:24 PM	County Administrative Office	Yes
7/3/2018 5:46 PM	County Counsel	Yes
7/3/2018 5:40 PM	Finance	Yes



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

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

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

**Regular Meeting
June 19, 2018**

Flash Drive	Portable Recorder
Minute Orders	M18-119 – M18-130
Resolutions	R18-31 – R18-35
Ordinance	ORD18-11 Not used

9:05 AM Meeting Called to Order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.

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Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Katie Drake (ML resident):

- Spoke about the Zero Tolerance Immigration Policy and a request for the Board to write a letter.
- Supervisor Corless: Is going to ask that this Zero Tolerance Immigration Policy be addressed in a future meeting.

Gary Nelson:

- Mentioned that the Mono Lake Committee is giving free canoe tours on Mono Lake and encouraged the Supervisors to check it out.
- As part of his role on the Mono Basin Fire Safe Council he wanted to address the issue of reducing fuel buildups on public land and spoke about how the county roads could impact this. He's concerned about fire danger.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Note:

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

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- CAO Chapman was absent for this meeting.

4. DEPARTMENT/COMMISSION REPORTS

Amanda Greenberg (Behavioral Health):

- Update on three housing components being worked on.
- Gave specifics on each.
- Supervisor Stump: complimented Behavior Health's role in this. Please keep board updated as projects move forward.
- Supervisor Peters: Walker small house project, awareness is there. There have been questions about operational side of this – might be a good idea to speak about this in the future.

Wendy Sugimura (CDD):

- Update on flurry of applications received relating to Cannabis and short-term rentals.

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 the minutes from the special Board meeting of May 21, 2018.

Action: Approve the minutes from the special Board meeting of May 21, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-119

B. Board Minutes

Approval of the minutes from the special Board meeting of May 22, 2018.

Action: Approve the minutes from the special Board meeting of May 22, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-120

C. Board Minutes

Approval of the minutes from the special Board meeting of May 23, 2018.

Action: Approve the minutes from the special Board meeting of May 23, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-121

D. Agreement and Third Amendment to the Sludge Disposal and Tipping Fee Agreement with Mammoth Community Water District

Note:

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

Departments: Public Works - Solid Waste

Two-Year Extension of Agreement with Mammoth Community Water District Regarding Sludge Disposal and Tipping Fees

Action: Execute third amendment to extend for two (2) years the agreement with Mammoth Community Water District regarding sludge disposal at the County's landfill facilities and tipping fees.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-122

E. Solid Waste Parcel Fee Program, FY18-19

Departments: Public Works - Solid Waste

Proposed resolution extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2018-2019.

Action: Adopt proposed resolution R18-31, Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2018-2019.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

R18-31

F. Property Tax Software Maintenance Agreement and Web Services Addendum

Departments: Finance

2018-19 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

Action: Approve proposed contract with Megabyte Systems, Inc. for software maintenance of the Megabyte System and approve proposed contract addendum with Megabyte Systems, Inc. for web services, both pertaining to the county property tax system.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-123

G. Second Amendment to the Transfer Station Operator Agreement

Departments: Public Works - Solid Waste

Two-Year Extension of Agreement with D & S Waste Removal, Inc. for Operation of Mono County Transfer Stations Facilities

Action: Authorize County Administrative Officer to execute second amendment to extend for two (2) years the agreement with D & S Waste Removal, Inc. for the operation and management of County transfer stations.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-124

Note:

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

H. Letter to BLM regarding Casa Diablo IV Geothermal Project

Departments: CAO

Proposed Board letter to BLM regarding the Casa Diablo IV Geothermal Project, specifically relating to concerns over the protection of the groundwater supply for the Town of Mammoth Lakes.

Action: Approve proposed letter regarding Casa Diablo IV Geothermal Project, and requesting the protection of Mammoth's groundwater supply.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-125

Irene (MCWD):

- Wanted to comment about the importance of making sure that the projects will not harm our environment.
- Asked board to come to Water District if anything needs further clarification.

I. Mono County Community Corrections Partnership Executive Committee Appointments

Departments: Probation

Resolution updating membership on the Mono County Community Corrections Partnership Executive Committee to recognize changes in the offices of presiding judge of the Mono County Superior Court and public defender.

Action: Adopt proposed resolution R18-32, Designating members of the Executive Committee of the Mono County Community Corrections Partnership and Superseding and Replacing R17-46.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

R18-32

J. Appointments to the Wheeler Crest Design Review Committee

Departments: CDD

Appointment of new or expired members to the Wheeler Crest Design Review Committee, which reviews architectural design of building permit applications in the Swall Meadows area.

Action: Appoint one new member, Ray Tompauskas, and reappoint three existing members, Mike Day, Tom Hopkins and Bill Goodman, to the Wheeler Crest Design Review Committee for terms expiring January 2020, as recommended by Supervisor Stump.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-126

Note:

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

K. Maternal Child and Adolescent Health (MCAH) Agreement Funding Application (AFA) #201826

Departments: Public Health

Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for fiscal year 2018-19.

Action: Approve the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for fiscal year 2018-19. The AFA operates as a contract between the County and the California Department of Public Health (CDPH). Authorize the Chairperson to sign the MCAH AFA Agency Information Form to execute the contract on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-127

L. Approve Road Closures for Mammoth Lakes Fourth of July Celebration

Departments: Public Works

Proposed resolution authorizing the temporary closure of county roads for the Town of Mammoth Lakes fireworks celebration.

Action: Approve resolution R18-33, Authorizing the temporary closure of county roads for the Town of Mammoth Lakes fireworks celebration. Provide direction to staff.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

R18-33

M. Second Amendment to Employment Agreement of Solid Waste Superintendent

Departments: Human Resources

(Dave Butters) - Proposed resolution approving a contract amendment with Justin Nalder as Solid Waste Superintendent and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution #R18-34, Approving a contract amendment with Justin Nalder as Solid Waste Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

R18-34

Note:

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

**N. Letter to the California Department of Fish and Game Commission
Regarding Sage Grouse Hunting Permits**

Departments: County Counsel

Approval of Board of Supervisors' letter to the California Department of Fish and Game Commission regarding proposed changes in regulations governing the process by which hunting permits for sage grouse are drawn.

Action: Review and sign comment letter to the California Department of Fish and Game Commission (Commission) regarding proposed regulation change to include a preference point for drawing sage grouse hunting permits.

Peters moved; Corless seconded

Vote: 4 yes; 0 no

M18-128

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. Governor's Proclamation of the General Election

Correspondence dated June 11, 2018 containing the Governor's Proclamation of the regularly scheduled Statewide General Election to be held on November 6, 2018.

B. Letters to City of Los Angeles regarding LADWP's Proposed Dewatering of Long and Little Round Valleys

Letters to Los Angeles Mayor Eric Garcetti from the California Audubon Society, Eastern Sierra Audubon, Sierra Club Range of Light Group, the California Natural Resources Agency, California Senator Tom Berryhill, California Assemblyman Frank Bigelow, and U.S. Congressman Paul Cook, expressing concerns regarding the Los Angeles Department of Water and Power's plan to export additional water from Mono County to Los Angeles through the dewatering of habitat and historic agricultural lands.

Supervisor Stump:

- Expressed thanks for everyone's concern.

7. REGULAR AGENDA - MORNING

A. Treasury Loan to Hilton Creek Community Service District

Departments: Finance

(Janet Dutcher) - This is a request from Hilton Creek Community Service District for a 5-year treasury loan in the amount of \$100,000. This loan partially funds infrastructure improvements. Terms include a 3.3% annual interest rate and a callable provision allowing Hilton Creek the option to repay the loan early.

Note:

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Action: Approve and authorize the Finance Director to sign a Treasury Loan Agreement in the amount of \$100,000 to Hilton Creek Community Services District.

Stump moved; Corless seconded

Vote: 4 yes; 0 no

M18-129

Janet Dutcher, Finance Director:

- Pursuing a treasury loan from Hilton Creek. Explained details of loan.
- Two actions: one to improve investment and to also authorize Janet Dutcher to sign.

Supervisor Stump:

- He attended the last meeting of this district and explained the delay in this item going before board.

B. Tax Appeal Impound Fund

Departments: Finance

(Janet Dutcher) - Authorize impounding of \$1,050,626 associated with pending property tax appeals.

Action: Approve and authorize the Finance Director to impound \$1,050,626 of redeemed taxes to offset anticipated tax appeal results covering tax years 2010 - 2017.

Stump moved; Peters seconded

Vote: 4 yes; 0 no

M18-130

Janet Dutcher, Finance Director:

- Moving money into impound account.
- Gave summary of item.
- By moving this amount, it raises the balance considerably.
- County Finance is mandated by State to be property tax collectors; explained process and how taxes that are collected get apportioned.
- Recently received stipulations from clerk to refund approximately \$500,000 on various appeals. Came out of impound account.

Supervisor Stump:

- Some districts didn't understand they were part of pool; asked for further clarification.

Supervisor Gardner:

- Important to know that the special districts and school districts are part of this apportionment. Property taxes don't just go the County or the Town.

Supervisor Peters:

- Asked for additional information about where amounts are refunded from.

C. Housing Needs Assessment Review and Community Feedback on Housing Toolbox

Departments: Community Development

(Bentley Regehr) - Presentation by Bentley Regehr regarding review of the Housing Needs Assessment and community feedback on the Housing Toolbox.

Action: None.

Wendy Sugimura:

- Introduced item.

Note:

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- Explained that there are a number of items on today regarding housing; thought it was a good idea to go over the Housing Needs Assessment again.
- Needs Assessment is posted online.

Housing Toolbox Power Point:

- Incentivize Creation of ADUs.
- Actively Engage Employers.
- Incentivize Conversion from Short-to-Long Term Rentals.
- Develop New Housing Opportunities by Acquiring Land and Improving Infrastructure.
- Support Dedicated Funding Source Through a Tax Increase.
- Funds to Assist Homeowners with Needed Rehabilitation.
- Explore rental Rehabilitation Programs.
- Support Deed-Restriction of Homes for Sale.
- Update Housing Mitigation Ordinance (HMO).
- Other comments?
- Next steps.

Bentley Regehr:

- Has spent a lot of time looking at the Housing Needs Assessment.
- Occupancy rates – down to 35%.

Supervisor Corless:

- There is a lot of information in the Housing Needs Assessment that can be reviewed.
- All efforts need to add up to whatever the goal is.
- Terminology needs to be clarified.
- How do we removed barriers and incentivize?
- Asked if Planning Commission could/should be involved in a workshop.

Supervisor Stump:

- Asked additional questions regarding creation of ADU's.
- Concurs with comments about consensus; difficult with such diverse county.

Supervisor Gardner:

- Some good points have been made; perhaps a workshop would be beneficial.
- Board consensus to schedule a workshop.

Supervisor Peters:

- Agrees we have to come to a consensus.
- Incentivizing/removing barriers are critical points.

Break: 10:45 a.m.

Reconvene: 11:07 a.m.

D. Housing Mitigation Ordinance Update

Departments: Community Development

(Megan Mahaffey, Ashleigh Kanat) - Economic & Planning Systems (EPS) will present the fee analysis conducted to date in preparation for amendments to the Housing Mitigation Ordinance. Following the presentation, staff will seek Board feedback and recommendations on a fee schedule for residential and non-residential development as well as inclusionary zoning requirements.

Action: None.

Megan Mahaffey:

- Introduced item; reminded Board of the goals for this item.
- Introduced Ashleigh Kanat, consultant.
- Town will be doing an Inclusionary element to their HMO.

Ashleigh Kanat, Consultant (via remote location):

Power Point (Affordable Housing Fees Study) –

- Presentation Overview.

Note:

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

- Introduction/Background
- Inclusionary Housing Philosophy
- EPS Scope of Services
- Approach to Housing Fee Studies
- County's Current Housing Requirements
- Financing Gap to Build Affordable Housing
- In-Lieu Fee Calculation for Rental Housing
- Residential Nexus Methodology
- Home Price and Required Income Assumptions
- Maximum Fee Levels by Homebuyer Category
- Rent and Required Income Assumptions
- Maximum Fee Levels by Renter Category
- Commercial Linkage Methodology
- Commercial Linkage – Maximum Fee Levels
- Fee Comparisons
- Feasibility Analysis
- Cost Incidence of a Fee
- Feasibility Test Findings
- EPS Recommendations
- Questions?

General discussion/questions by board members.

Supervisor Corless:

- Need to ask developers to make sure Mono County is on right track; need to be consistent with what Town is doing.

Supervisor Stump:

- He's not comfortable going to his citizens with the fee.

Supervisor Peters:

- Need to paint a picture to counties that have had success and tie in what median income those counties had.

Supervisor Gardner:

- There are a lot of variables.

Wendy Sugimura:

- Although complicated item; we can communicate clearly through general messaging about why Housing Mitigation Ordinance exists in the first place and also about how policy is set.
- Provided some concluding explanations, comments.
- Current HMO Suspension expires in August; this is what is driving this discussion.

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

Departments: Finance

(Janet Dutcher, Jennifer Halferty) - Mammoth Lakes Housing utilized the Mono County Revolving Loan Fund to purchase property on March 1, 2018 at 550 Mono Street, #C101 for selling at below market rate as a deed restricted unit.

Action: None.

Janet Dutcher, Finance Director:

- Introduced item; walked through some of the financials.
- We'd need extra funding to do two loans.

Patricia Robertson (Mammoth Housing):

- Gave details about the revolving loan fund including what it's used for, why it's used.
- Last loan was to purchase a one-bedroom unit at Meridian Court.

Note:

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

- Loan is repaid, and this program has been successful.

Supervisor Gardner:

- Could we do more work, etc. if there were more funds available?

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION

Break: 12:32 p.m.

Reconvene: 1:15 p.m.

There was nothing to report out of closed session.

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Michael Hallum v. County of Mono et al. (Mono Superior Court Case Number CV170086).

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 - Initiation of Litigation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:30 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Retiree Health Savings Program for Deputy Sheriffs' Association

Departments: Human Resources

(Dave Butters) - Proposed resolution to enter agreement with ICMA Vantage Care for administration of Retiree Medical Savings Program for the Deputy Sheriffs' Association.

Note:

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

Action: Approve Resolution R18-35, To Adopt ICMA Retirement Corporation's Vantagecare Retirement Health Savings Program.

Corless moved; Peters seconded

Vote: 4 yes; 0 no

R18-35

Dave Butters:

- Explained item and requested Board action.

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:

- Mammoth Creek Park – Inclusive Playground Build. Volunteers have been very effective, and the town is ahead of schedule, encourage everyone to go see this project.
- 6/14: DWP Meeting—supporting efforts to prevent the dewater
- 6/15: Eastern Sierra Council of Governments—report from Chair Gardner
- Request to agendize a support letter for amended version of AB 924, legislation related to Indian tribes engaging in commercial cannabis activity in California.
- Request for letter to Rep. Cook regarding immigration policy implementation of separating families, expressing our opposition to this practice and requesting his support of legislation to end this practice. The request is supported by language in our legislative platform, opposing any immigration reform that separates families.

Supervisor Gardner:

- On June 13, attended the June Lake Public Utility District meeting. The PUD has two vacancies and had five persons apply for the positions. The PUD is also in the process of pursuing a rate increase.
- That same evening, also attended the Mono Basin RPAC meeting. There were several items discussed, including the Lee Vining Rt. 395 Rehab. Project, banning short term rentals in Mono City, and the Mono Basin Fire Safe Council.
- On Thursday June 14, attended another meeting on the joint County/ TOML recreation position; close to announcing the position and beginning the recruitment process.
- On Friday June 15, attended the Eastern Sierra Council of Governments meeting. Discussed forming a Joint Powers Authority to facilitate action on selected issues important to the region and agreed to make a presentation about this concept to each of our respective governing bodies to gauge interest and support. Also received updates on the Mammoth/Bishop airport/airline service discussions.
- On Friday attended an ESTA meeting. Approved the budget for 2018-2019 and agreed to continue our search for an Executive Director.

Supervisor Peters:

- 12th BP RPAC.
- 12th BP Chamber.
- 14th Meeting in Mel Levine Chairman of the Board Dept. of Water and Power Commission, Richard Harasick Director of Operations DWP. Representatives from the Mayor Garcetti's office and the City Attorney's Office, Stacey and Stacy, Cassie Gilson.
- 18th Meeting in Mammoth with Ranchers and Agencies BLM CDFW.
- Upcoming: 25th INYO/DWP Standing Committee Los Angeles , CSAC 6/27-28, CSAC Resiliency Advisory Board.

Supervisor Stump:

- Crowley Skate Park did open last Tuesday afternoon. Appears to be well used. It will close for about four days in July for paving.

Note:

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

- 6-13 : Attended the Fire Chiefs Association meeting. Talked about the new County Budget process. The Association wants to put on a presentation to our Board about services provided. The CAO and the Chair are aware and will be enabling that to occur. Since I have included Supervisor Gardner on emails relating to this if Supervisors Peters and Corless have questions please direct them to the CAO or one of the Fire Chiefs.
- 6-14 : Met with Benton residents. Topics ranged from EMS Services to Ag Commissioner Funding to support pepper-weed treatment. Unfortunately, the weed is making a comeback. The Ag Commissioner's office does not currently have the funding to restart the control program.
- 6-15 : Had a telephone conversation with Kathy Peterson about the Senior Service program providing one day a week activities in the Tri Valley. May not come together until September. Also discussed the Senior outreach in Mammoth as well as the two openings on the ESAAA Advisory Board. There is an individual from Antelope Valley who is interested and would be my first choice to appoint. It would be nice if someone from South County would also consider serving. The next ESAAA meeting is Wednesday.

ADJOURNED at 1:29 p.m.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK - RECORDER**

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 July 10, 2018

Departments: Human Resources

TIME REQUIRED

SUBJECT Bilingual Pay for Deputy Probation
Officers Unit

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving Agreement and First Amendment to the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Local 39, on behalf of the Mono County Deputy Probation Officers Unit.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Approving Agreement and First Amendment to the Memorandum of Understanding between the County and the International Union of Operating Engineers, Stationary Local 39, on behalf of the Mono County Deputy Probation Officers Unit.

FISCAL IMPACT:

There would be 2 tiers of bilingual pay available to the bargaining unit. The lower level of proficiency would pay \$125 per month and the highest level of proficiency would pay \$250 per month. Annual cost is between \$1,500 and \$3,000. This amount is proposed for inclusion in phase II of the County's operating budget for FY 2018-19.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932 5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report_DPOU Bilingual Pay](#)

[Resolution_Bilingual Pay for DPOU](#)

[First Amendment to DPOU MOU \(2\)](#)

History

Time	Who	Approval
7/5/2018 3:39 PM	County Administrative Office	Yes
7/2/2018 11:47 PM	County Counsel	Yes
6/27/2018 11:24 AM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: June 18, 2018

Subject: Agreement and First Amendment to MOU for Deputy Probation Officers Unit Adding Bilingual Pay

Background:

The current Memorandum of Understanding between the County of Mono (County) and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO (Union) exclusively representing the Mono County Deputy Probation Officers Unit has a term of January 1, 2013 through June 30, 2019.

It was recently discovered that the current MOU has no provision for compensating bilingual pay to a qualified Probation Officer. The Probation Department has a need to communicate with non-English speaking probationers and other members of the community. The County and the Union would like to amend the current MOU to provide the same bilingual pay provision currently available under the Mono County Public Employees(MCPE) bargaining unit. This is a 2-tier system with the lower tier proficiency paying \$125/month and the higher tier proficiency paying \$250/month. Interested employees are scheduled by Human Resources to be tested by a 3rd party testing firm to determine proficiency and eligibility. We recommend adding bilingual pay since this is a skill set needed in the Probation Department and this amendment is modeled after other bargaining units.

Financial Impact:

Bilingual pay will have an annual cost of between \$1,500 and \$3,000 per employee depending on the proficiency tier. There is currently one Probation Department employee in process to qualify for receiving bilingual pay.



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
AGREEMENT AND FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE INTERNATIONAL
UNION OF OPERATING ENGINEERS, STATIONARY
LOCAL 39, AFL-CIO, ON BEHALF OF THE MONO COUNTY
DEPUTY PROBATION OFFICERS UNIT**

WHEREAS, the County of Mono ("COUNTY") and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO ("UNION"), the exclusively recognized employee organization representing the Mono County Deputy Probation Officers Unit ("DPOU") entered into a Memorandum of Understanding on or about January 1, 2013 (the MOU); and

WHEREAS, the COUNTY and the UNION believe that provisions related to the payment of bilingual pay to qualified employees within the DPOU were inadvertently omitted from the MOU; and

WHEREAS the COUNTY and the UNION have therefore met, conferred, and negotiated in good faith to modify the MOU to add provisions related to bilingual pay, as shown in the First Amendment to the MOU, which is attached hereto as an exhibit and incorporated by this reference;

////

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/////

////////

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

3 The Agreement and First Amendment to the Memorandum of Understanding
4 between the County and the International Union of Operating Engineers,
5 Stationary Local 39, AFL-CIO, a copy of which is attached hereto as an
6 exhibit, is hereby ratified, adopted and approved, and the terms and
7 conditions of employment set forth in the MOU, as modified by the First
8 Amendment, are hereby prescribed for DPOU employee classifications
 represented by the UNION. The Chair of the Board of Supervisors shall
 execute said Agreement and First Amendment to the MOU on behalf of the
 County.

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

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

16 _____
17 Bob Gardner, Chair
18 Mono County Board of Supervisors

18 **ATTEST:**

18 **APPROVED AS TO FORM:**

19 _____
20 Clerk of the Board

19 _____
20 County Counsel

Exhibit A

AGREEMENT AND FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO, THE EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION REPRESENTING THE MONO COUNTY DEPUTY PROBATION OFFICERS UNIT (DPOU)

This Agreement and First Amendment, between the County of Mono (County) and International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the exclusively recognized employee organization representing the Deputy Probation Officers Unit (Union) modifies the Memorandum of Understanding (MOU) between the County and the Union in effect January 1, 2013 through June 30, 2019. The purpose of this First Amendment is to provide bilingual pay for those employees who qualify. The County and Union agree to add Article 21a to the MOU, which shall read as follows:

ARTICLE 21a: BILINGUAL PAY

A. COUNTY shall provide two tiers of bilingual pay based on the degree of fluency needed by the COUNTY and demonstrated by an eligible DPOU member. Bilingual pay for the tier requiring the highest level of fluency (“Tier II”) will be \$250 per month, and bilingual pay for the tier requiring the lower level of fluency (“Tier I”) will be \$125 per month. The COUNTY shall determine the level of fluency required for each tier.

B. The COUNTY shall determine its needs for such bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. The COUNTY may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite for being eligible to receiving bilingual pay. All other things being equal, in offices where the COUNTY determines that only one bilingual person is necessary, but multiple persons in that office possess the needed bilingual skills and desire bilingual pay, then the COUNTY shall equitably rotate bilingual assignments among those persons so that each has an opportunity to earn bilingual pay during the period of such assignments.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this First Amendment with the intent that it be effective for the period herein specified.

BOB GARDNER, CHAIR
Mono County Board of Supervisors

JERRY FREDERICK, BUSINESS REPRESENTATIVE
Local 39/Union

APPROVED AS TO FORM:

STACEY SIMON, COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

TIME REQUIRED

SUBJECT Caltrans Speed Zone Survey of
Tioga Pass Road

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Caltrans regarding a speed zone survey conducted on State Route 120 which resulted in a recommendation that the speed limit be updated to 55 mph.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Letter](#)

History

Time	Who	Approval
7/5/2018 3:05 PM	County Administrative Office	Yes
7/5/2018 12:55 PM	County Counsel	Yes
7/5/2018 11:06 AM	Finance	Yes

DEPARTMENT OF TRANSPORTATION

DISTRICT 9
500 SOUTH MAIN STREET
BISHOP, CA 93514
PHONE (760) 872-0650
FAX (760) 872-5215
TTY 711 (760)872-0650
www.dot.ca.gov



*Making Conservation
a California Way of Life.*

June 19, 2018

Stacy Corless, Chairperson
Board of Supervisors
Mono County
PO Box 715
Bridgeport, CA 93517

Dear Chairperson Corless:

The California Department of Transportation (Caltrans) has conducted a speed zone survey on State Route 120, west of the junction of US 395, from post mile 0.0 to 12.05. This is the Tioga Pass Road and it is currently posted at 50 mph. The results of the speed study supports the removal of the 50 mph speed zone. It is Caltrans recommendation that the 50 mph speed limit be removed and to post this area at 55 mph.

As required by Section 22354.5 (b) The city council or board of supervisors of a city or county through which any portion of a state highway subject to subdivision (a) extends may conduct a public hearing on the proposed increase or decrease at a convenient location as near as possible to that portion of state highway. The Department of Transportation shall take into consideration the results of the public hearing in determining whether to increase or decrease the speed limit.

Caltrans is proposing to change the speed zone as describe above. We are asking for input from the Mono County Board of Supervisors. If the Board would like to hold a public hearing on this issue, please contact Bradley Larson with the time, date and location of the hearing. If the Board does not wish to hold a public hearing, please let me know so we can move forward with this change. If you would like me to speak to the Board or would like more information, please call me at (760) 872-5224. If I do not hear back from you by August 19, 2018 I will assume you do not wish to hold a hearing and I will proceed with the change to the transition zone. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "BRAD LARSON".

BRADLEY LARSON PE
Transportation Engineer
District 9
Traffic Operations



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

TIME REQUIRED

SUBJECT Los Angeles Department of Water
and Power Transition of
Responsibility

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Los Angeles Department of Water and Power advising the Board of Supervisors that Mr. Clarence Martin will be replacing Mr. James Yannotta as Aqueduct Manager in the Water Operations Division.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Letter](#)

History

Time	Who	Approval
7/5/2018 3:06 PM	County Administrative Office	Yes
7/5/2018 2:20 PM	County Counsel	Yes
7/5/2018 11:09 AM	Finance	Yes



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners
Mel Levine, President

William W. Funderburk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

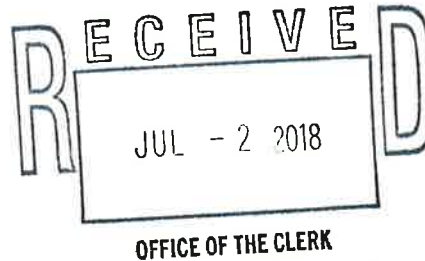
Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

June 21, 2018

Mono County Board of Supervisors
c/o Clerk of the Board
PO Box 715
Bridgeport, CA 93517



Dear Board of Supervisors:

Subject: Transition of Responsibility – Los Angeles Department of Water and Power, Aqueduct Manager

As some of you may be aware, current Aqueduct Manager, Mr. James Yannotta, plans to retire at the end of the year and has been working closely with Mr. Clarence Martin who has been selected to replace him in LADWP's Water Operations Division.

Effective July 1, 2018, Clarence Martin will assume the role of Aqueduct Manager and oversee all Aqueduct operations. He will be working directly with other government agencies, Native American Tribes, environmental groups, and others. He will also represent LADWP at public meetings and in written correspondence.

I would like to thank James Yannotta for his years of service to the Department and the community. His dedication has been instrumental in developing cooperative and productive relationships with all stakeholders and the general public. Prior to his retirement, Jim will be working closely with me to finish up special projects and other items that require his attention.

Mr. Martin will report directly to me and, together, we will continue to build trust and cooperation with all of you. Mr. Martin will be at the Bishop Administrative Office on Mandich St. and can be reached at (760) 873-0396.

Please help me in welcoming Clarence Martin to his new role. I look forward to the challenges and rewards of working together to meet all of our needs. If you have any questions, please feel free to contact me at (213) 367-1001.

Sincerely,

Anselmo G. Collins
Director of Water Operations

c: Clarence E. Martin
James G. Yannotta
Dan Raffevold



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

TIME REQUIRED

SUBJECT Davis Wright Tremaine LLP Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Zeb Zankel of Davis Wright Tremaine LLP, attorneys for Altice USA, Inc. to Michael Pierce of the California Public Utilities Commission to advise that Altice USA completed a pro forma restructuring on June 8, 2018.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Letter](#)

History

Time	Who	Approval
7/5/2018 3:32 PM	County Administrative Office	Yes
7/5/2018 12:56 PM	County Counsel	Yes
7/5/2018 11:08 AM	Finance	Yes



Davis Wright
Tremaine LLP
DEFINING SUCCESS TOGETHER

Suite 800
505 Montgomery Street
San Francisco, CA 94111-6533

Zeb Zankel
(415) 276-6551 tel
(415) .276.6599 fax

zebzankel@dwt.com

June 28, 2018

Via Hand Delivery

Michael Pierce
Video Franchising and Broadband Deployment Group
Communications Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: *Pro forma* restructuring of intermediate parent entity of Cequel III Communications I, LLC (Franchise No. 0034), Cebridge Acquisition, L.P. (Franchise No. 0044), and NPG Cable, LLC (Franchise No. 0040) (all d/b/a Suddenlink Communications)

Dear Mr. Pierce:

Altice USA, Inc. (“Altice USA”), on behalf of Cequel Corporation (“Cequel”), Cequel III Communications I, LLC (Franchise No. 0034), Cebridge Acquisition, L.P. (Franchise No. 0044), and NPG Cable, LLC (Franchise No. 0040) (all d/b/a Suddenlink Communications, collectively the “Franchise Holders”), is writing to inform the Commission that on June 8, 2018, Altice USA completed a *pro forma* restructuring. Altice USA and its certificated affiliate Cebridge Telecom CA, LLC d/b/a Suddenlink (“Cebridge CA”) (U-6996-C) previously informed the Commission of this *pro forma* restructuring by way of Advice Letter No. 13, which the Commission accepted effective March 12, 2018.

Through the *pro forma* restructuring completed on June 8, 2018, Altice USA, the Franchise Holders’ intermediate corporate parent, separated from its European parent company, Altice N.V., through a distribution of Altice USA shares to Altice N.V. shareholders. This separation did not change the ultimate ownership or control of Altice USA or its subsidiaries, including the Franchise Holders, and there will be no change in day to day operations for Franchise Holders.

It is Altice USA’s understanding that transactions such as the restructuring, which took place at the intermediate parent level and did not involve any change to the direct or ultimate control of the Franchise Holders, do not fall within the scope of Cal. Pub. Util. Code §5840(m)(1) because they do not involve a “change in the ownership, operation, control, or corporate organization” of a Franchise Holder. Altice USA is providing this information,

Michael Pierce
California Public Utilities Commission
June 28, 2018
Page 2 of 2

however, to ensure the continuing accuracy of the Commission's records. We are concurrently notifying the applicable local governmental entities as well.

If you have any questions regarding this matter, please do not hesitate to contact me.

Respectfully submitted,

/s/ Zeb Zankel

Zeb Zankel
DAVIS WRIGHT TREMAINE LLP

*Attorneys for Cebridge Corporation
and Altice USA, Inc.*

cc: Local Entities



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

Departments: County Counsel

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Christian Milovich

SUBJECT Proposed Ordinance Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy

AGENDA DESCRIPTION:

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

Pursuant to recent Board direction, staff is presenting proposed Ordinance No. Ord18-___, Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME:

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Ordinance
Attachment A to Ordinance - Amended MCC 7.92
MCC 7.92 with redline to show edits

History

Time	Who	Approval
7/5/2018 3:44 PM	County Administrative Office	Yes
7/3/2018 4:20 PM	County Counsel	Yes
7/3/2018 5:39 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Office of the County Counsel

Date: July 10, 2018

Re: Proposed ordinance amending Chapter 7.92 of the Mono County Code pertaining to the County's Smoking and Tobacco Policy to allow for the sale of certain flavored tobacco products.

Recommended Action

- Following discussion, introduce, read title, and waiver further reading of proposed ordinance No. Ord18___ Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking and Tobacco Policy to Allow for the Sale of Certain Flavored Tobacco Products.
- Provide any desired direction to staff.

Focus Area(s) Met

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

Fiscal Impact

None

Discussion

On April 17, 2018, the Board approved Mono County Ordinance No. ORD18-03, Amending Chapter 7.92 of the Mono County Code Pertaining to the County's Smoking and Tobacco Policy. The new provisions prohibit the sale of flavored cigars, cigarettes and chewing tobacco within the unincorporated areas of the County. Subsequently, on June 12, 2018, after hearing public feedback expressing significant dissatisfaction over these specific provisions, the Board agreed (Pursuant to Board Rule 30) to reconsider the prohibition on the sale of certain flavored tobacco items and menthol cigarettes. Today's ordinance reflects these amendments as well as other clean-up edits made by staff.

If you have any questions on this matter prior to your meeting, please call 924-1706.

Attachments

- MCC Chapter 7.92 (Mono County's current policy)
- Proposed Ordinance with Proposed Amendments to MCC 7.92 based on Supervisor Peter's Motion to Reconsider
- Chapter 7.92 with redline changes to show edits



ORDINANCE NO. ORD18-__

AN 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 TO ALLOW FOR THE SALE OF CERTAIN FLAVORED TOBACCO PRODUCTS

WHEREAS, on April 17, 2018, the Mono County Board of Supervisors ("Board") adopted Ordinance No. ORD18-03 amending Chapter 7.92 of the Mono County Code pertaining to the County's Smoking and Tobacco Policy; and

WHEREAS, based on recent feedback from business owners in the unincorporated area of the County, the Board agreed to reconsider provisions of Chapter 7.92 pertaining to the sale of certain flavored tobacco products, which had previously been prohibited; and

WHEREAS, now, after reconsidering the impact to local business owners, the Board wishes to amend Chapter 7.92 to allow for the sale of menthol cigarettes and certain flavored tobacco products;

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

SECTION ONE: Chapter 7.92 of the Mono County Code is hereby amended in its entirety to read as set forth in Attachment "A", attached hereto and incorporated herein by this reference.

SECTION TWO: 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 said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Bob Gardner, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

SMOKING POLICIES AND RESTRICTIONS

Sections:

- 7.92.010** **Definitions.**
- 7.92.020** **Prohibitions – locations where smoking is prohibited.**
- 7.92.030** **Reasonable smoking distance required – 20 feet.**
- 7.92.040** **PLACEHOLDER.**
- 7.92.050** **Signage.**
- 7.92.060** **Duty of person, employer, business or nonprofit entity.**
- 7.92.070** **Sale of flavored tobacco products prohibited.**
- 7.92.80.1** **Penalties and enforcement.**

7.92.010 **Definitions.**

- A. “County” shall mean the County of Mono.
- B. “County Building” shall mean any County-owned building including, but not limited to, the Bridgeport courthouse, Bridgeport annexes I and II, the Bridgeport sheriff and probation department buildings, the County road shops and all community and senior centers.
- C. “Business” means any sole proprietorship, partnership, joint venture, corporation, association, or any other entity formed for profit-making purposes or that has an Employee, as defined in this section.
- D. “Characterizing Flavor” means a distinguishable taste or aroma, other than the taste or aroma of Tobacco, imparted by Tobacco, either prior to or during use of the Tobacco Product or any byproduct produced by the Tobacco Product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, nut or spice provided, however, that a Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information.
- E. “Dining Area” means any area available to or customarily used by the general public, that is designed, established, or regularly used for consuming food or drink.
- F. “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine or Tobacco or any other substances, including any component, part or accessory of such a device, whether or not sold separately.
- G. “Employee” means any Person who is employed; retained as an independent contractor by any Employer, as defined in this section; or any Person who volunteers his or her services for an Employer, association, nonprofit, or volunteer entity.

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- H. "Employer" means any Person, partnership, corporation, association, nonprofit or other entity which employs or retains the service of one or more Persons or supervises volunteers.
- I. "Enclosed Area" means:
1. an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:
 - a. any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical constraints to airflow including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or
 - b. four walls or other vertical constraints to airflow including, but not limited to, vegetation that exceeds six feet in height, whether or not those boundaries include vents or other openings.
- J. "Flavored Tobacco Product" means any Tobacco Product or Smoking Product that imparts a Characterizing Flavor.
- K. "Labeling" means written, printed, or graphic matter upon any Tobacco Product or any of its Packaging, or accompanying such Tobacco Product.
- L. "Manufacturer" means any Person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a Tobacco Product; or imports a finished Tobacco Product for sale or distribution into the United States.
- M. "Multi-Unit Residence" means any residential structure with two (2) or more Units and has at least one or more shared walls, floors, or ceilings. Additionally, a residential structure that has two (2) or more Units and has a shared ventilation system is considered a Multi-Unit Residence.
- A Multi-Unit Residence **does not** include the following:
1. a single-family residence with a detached in-law or secondary dwelling unit;
 2. a single, contiguous residence in which rent is shared by the residents; and
 3. A hotel or motel that meets the requirements of California Civil Code section 1940, subdivision (b) (2).
- N. "Multi-Unit Residence Common Area" means any indoor or outdoor common area of a Multi-Unit Residence accessible to and usable by more than one residence, including but not limited to halls, lobbies, laundry rooms, outdoor eating areas, play areas, swimming pools and recreation areas.
- O. "Nonprofit Entity" means any entity that meets the requirements of California Corporations Code Section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational,

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political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A public agency is not a Nonprofit Entity within the meaning of this section.

- P. "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold or offered for sale to a consumer.
- Q. "Place of Employment" means any area under the legal or de facto control of an Employer, Business or Nonprofit Entity that an Employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for Business purposes, taxis, Employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and private residences that are used as childcare or health care facilities subject to licensing requirements.
- R. "Person" means any natural Person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- S. "Playground" means any park or Recreational Area designated in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on County property.
- T. "Public Place" means any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, Playgrounds, taxis and buses.
- U. "Reasonable Distance" means a distance of at least twenty (20) feet to ensure that occupants of a building and those entering or existing the building are not exposed to secondhand smoke created by smokers outside of the building.
- V. "Recreational Area" means any area, public or private, open to the public for recreational purposes regardless of any fee requirement, including, for example, parks, gardens, sporting facilities, stadiums, and Playgrounds, but excluding those areas where the County lacks jurisdictional authority to regulate.
- W. "Service Area" means any area designed to be or regularly used by one or more Persons to receive or wait to receive a service, enter a Public Place, or make a transaction whether or not such service includes the exchange of money, including, for example, ATMs, bank teller windows, telephones, ticket lines, bus stops, and cab stands.
- X. "Smoke" or "Smoking" means to inhale, exhale, burn, or carry any lighted or heated device or pipe, or any other lighted or heated Tobacco Product or Cannabis (as defined in Chapter 5.60 of the Mono County Code) intended for inhalation, whether natural or synthetic, in any manner or in any form including but not limited to a cigar, cigarette, cigarillo, vaporizer, joint, pipe, hookah or Electronic Smoking Device. "Smoke" includes the use of an Electronic Smoking Device that creates an aerosol or vapor, in

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any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in a place.

- Y. "Smoking Product" means any substance or product containing nicotine or Tobacco that is meant to be used in conjunction with an e-cigarette or any other type of smoking or vaporizing contraption including but not limited to joints, cigarettes, cigars, bongs or pipes. "Smoking Product" also means, Indian cigarettes called "bidis", and cartridges and liquid solutions for e-cigarettes, which may be utilized for smoking, chewing, inhaling or other manner of ingestion.
- Z. "Tobacco Paraphernalia" means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.
- AA. "Tobacco" or "Tobacco Product" means:
1. Any product containing, made, or derived from tobacco leaf or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff.
 2. Any electronic device that delivers nicotine or other similar substances to the Person inhaling from the device, including, but not limited to any type of vaping device, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
 3. Any component, part, cartridge or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately.
 4. "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product (e.g., Nicorette gum, patch, etc.) or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.
- BB. "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, Tobacco, Tobacco Products or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.
- CC. "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use Enclosed Area or unenclosed area, such as for example, a private balcony, porch, deck or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a motel or hotel; a dormitory room.

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7.92.020 Prohibitions – locations where smoking is prohibited.

- A. Except as otherwise provided in this Chapter, Smoking is prohibited in the following enclosed and unenclosed locations in the County:
1. All areas where smoking is prohibited by state or federal law, including, but not limited to, indoor workplaces, bars and restaurants (California Labor Code Section 6404.5); state, County, and city buildings (California Government Code Sections 7596 through 7598); tot lots and Playgrounds (California Health and Safety Code Section 104495); and pursuant to (California Health and Safety Code Section 11362.3).
 2. County vehicles.
 3. Public parks.
 4. Recreational Areas.
 5. Service Areas.
 6. Dining Areas.
 7. Public Places, when being used for a public event, including a sporting event, farmer's market, parade, craft fair, or any event which may be open to or attended by the general public, provided that Smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this Chapter or other law.
- B. Nothing in this Chapter prohibits any Person or Employer with legal control over any property from prohibiting Smoking on any part of such property.

7.92.030 Reasonable smoking distance required – 20 Feet.

Smoking shall occur at a Reasonable Distance of at least twenty (20) feet outside any Enclosed Area and from entrances, operable windows, and ventilation systems of Enclosed Areas where Smoking is prohibited, to ensure that secondhand smoke does not enter the area through entrances, windows, ventilation systems or any other means so that those indoors and those entering or leaving the building are not involuntarily exposed to secondhand smoke, including any secondhand smoke from an Electronic Smoking Device or vapor.

7.92.040 PLACEHOLDER.

7.92.050 Posting of signs.

Posting of signs shall be the responsibility of the owner, operator, manager or other Person having control of the place where Smoking is prohibited by this Chapter in cooperation with the Mono County Public Health Department. Except in facilities owned or leased by County, state, or federal governmental entities, "No Smoking" signs with letters of not less than one-half inch in height or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly posted where Smoking is prohibited in accordance with this Chapter. Where applicable, all signs shall clearly state that Smoking is prohibited within 20 feet of any Enclosed Area as defined in subsection I of section 7.92.010 and within 20 feet of entrances, operable windows and ventilation systems. Any owner, manager, operator, Employer or Employee or other Person having control of a place

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where Smoking is prohibited by this Chapter shall not be deemed to be in violation of this Chapter if signs have been posted in a manner consistent with the requirements of this section. For purposes of this Chapter, the Mono County Public Health Department shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the County.

7.92.060 Duty of person, employer, business or nonprofit entity.

Notwithstanding any other provision of this Chapter, any owner, landlord, Employer, Business, Nonprofit Entity, or any other Person who controls any property, establishment, or Place of Employment regulated by this chapter may declare any part of such area in which Smoking would otherwise be permitted to be a nonsmoking area.

7.92.070 Sale of flavored tobacco products prohibited.

- A. Except as provided in subsections D and E, it shall be a violation of this Chapter for any Tobacco Retailer or any of the Tobacco Retailer's agents or Employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any Flavored Tobacco Product.
- B. There shall be a rebuttable presumption that a Tobacco Retailer in possession of Flavored Tobacco Products, including but not limited to individual Flavored Tobacco Products, packages of Flavored Tobacco Products, or any combination thereof, possesses such Flavored Tobacco Products with the intent to sell or offer them for sale.
- C. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a Tobacco Retailer, Manufacturer, or any Employee or agent of a Tobacco Retailer or Manufacturer has:
 1. Made a public statement or claim that the Tobacco Product imparts a Characterizing Flavor;
 2. Used text and/or images on the Tobacco Product's Labeling or Packaging to explicitly or implicitly indicate that the Tobacco Product imparts a Characterizing Flavor; or
 3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the Tobacco Product imparts a Characterizing Flavor.
- D. Any Tobacco Retailer whose inventory includes Flavored Tobacco Products at the time this Chapter becomes effective may continue to sell the Flavored Tobacco Product(s) until the supply is exhausted but shall not thereafter order new supplies.
- E. This section shall not apply to menthol cigarettes; cigars, little cigars or cigarillos with a Characterizing Flavor (e.g., products of the type sold by Swisher Sweets, Black & Mild, Backwoods, etc.); or chewing tobacco or snuff with a Characterizing Flavor (e.g., products of the type sold by Copenhagen, Skoal, Grizzly, etc.).

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7.92.080 Penalties and enforcement.

- A. Unless the applicable section of this Chapter provides that violation is a misdemeanor, any Person or Business violating any provision of this Chapter, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties) of \$100.00 for the first violation, \$200.00 for the second violation, and \$500.00 for any subsequent violation. For purposes of this Chapter, each day of noncompliance shall be considered a separate violation.
- B. The provisions of this Chapter may be enforced through civil and/or criminal proceedings including, but not limited to, action for nuisance abatement pursuant to Mono County Code Chapter 7.20, administrative citation pursuant to Mono County Code Chapter 1.12, following the procedures set forth in subsection D, and/or injunctive relief. In any enforcement action, the County may seek reimbursement for the costs of investigation, inspection or monitoring leading to the establishment of the violation, and for the reasonable costs of preparing and bringing the enforcement action. The remedies provided by this section 7.92.080 are nonexclusive, cumulative and in addition to any other remedy the County may have at law or in equity.
- C. The Mono County Public Health Director or his/her designee ("Director") is authorized to enforce, on behalf of the County, the provisions of this Chapter, and to refer such enforcement to the Mono County Code Compliance Division as provided in subsection D below. Any Person may request that the Director investigate a violation of this Chapter by filing a written complaint with the Public Health Department.
- D. The following procedures may be followed by the Director upon receipt of a written complaint and shall be followed prior to referring enforcement to Mono County Code Compliance:
 1. The Director shall contact the owner, operator or manager of the establishment, (the "establishment") or Person that is the subject of the complaint to investigate the nature and extent of the violation and may conduct such additional investigation as may be necessary, to determine whether the violation occurred.
 2. If the Director concludes that a violation occurred, he or she shall provide to the owner, operator or manager of the establishment or Person committing the violation a copy of the provisions of this Chapter and such advisory assistance to avoid future violations as may be necessary to achieve compliance.
 3. Upon receipt of a second written complaint involving the same Person or establishment, the Director shall attempt to meet with the owner, operator or manager or Person alleged to have violated this Chapter to further investigate the matter and shall conduct such additional investigation as may be necessary. If it is determined that a subsequent violation has occurred, the Director shall mail, certified mail, postage prepaid, return receipt requested, a written directive to the owner, operator, manager or other Person, explaining in detail the steps required in order to achieve future compliance and advising that the County may initiate enforcement proceedings pursuant to Chapters 1.12 or 7.20, or pursue such other enforcement as is authorized by law, in the event of a subsequent violation.

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4. Upon receipt of a third written complaint regarding the same Person or establishment, the Director may refer the matter to Mono County Code Compliance for further investigation and enforcement pursuant to Chapters 1.12 and/or 7.20, provided that the Code Compliance Division confirms that it has sufficient resources available to process the complaint.
 5. Any violation determined by the Code Compliance Division to have occurred following issuance of a Notice of Violation in accordance with Chapter 1.12, shall constitute cause for issuance of an Administrative Citation under that Chapter, except that the amount of the penalty imposed for each violation shall be as set forth in subsection 7.92.080.A. and the hearing officer for any administrative appeal shall be a member of the Board of Supervisors or its designee.
- E. The Director, and Code Compliance Specialist if applicable, shall maintain clear and thorough records and logs of all investigations and communications made in relation to every written complaint filed with the Public Health Department pursuant to this section.

SMOKING POLICIES AND RESTRICTIONS

Sections:

- 7.92.010 Definitions.
- 7.92.020 Prohibitions – locations where smoking is prohibited.
- 7.92.030 Reasonable smoking distance required – 20 feet.
- 7.92.040 PLACEHOLDER.
- 7.92.050 Signage.
- 7.92.060 Duty of person, employer, business or nonprofit entity.
- 7.92.070 Sale of flavored tobacco products prohibited.
- 7.92.80.1 Penalties and enforcement.

7.92.010 Definitions.

~~A. "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 Section 11018.5 of the California Health and Safety Code.~~

~~B.A.~~ "County" shall mean the County of Mono.

~~C.B.~~ "County Building" shall mean any County-owned building including, but not limited to, the Bridgeport courthouse, Bridgeport annexes I and II, the Bridgeport sheriff and probation department buildings, the County road shops and all community and senior centers.

~~D.C.~~ "Business" means any sole proprietorship, partnership, joint venture, corporation, association, or any other entity formed for profit-making purposes or that has an Employee, as defined in this section.

~~E.D.~~ "Characterizing Flavor" means a distinguishable taste or aroma, other than the taste or aroma of Tobacco, imparted by Tobacco, either prior to or during use of the Tobacco Product or any byproduct produced by the Tobacco Product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, nut or spice provided, however, that a Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of ingredient information.

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F.E. "Dining Area" means any area available to or customarily used by the general public, that is designed, established, or regularly used for consuming food or drink.

G.F. "Electronic Smoking Device" means an electronic device that can be used to deliver an inhaled dose of nicotine, or Tobacco, Cannabis, or any other substances, including any component, part or accessory of such a device, whether or not sold separately.

H.G. "Employee" means any Person who is employed; retained as an independent contractor by any Employer, as defined in this section; or any Person who volunteers his or her services for an Employer, association, nonprofit, or volunteer entity.

H.H. "Employer" means any Person, partnership, corporation, association, nonprofit or other entity which employs or retains the service of one or more Persons or supervises volunteers.

J.I. "Enclosed Area" means:

1. an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has:
 - a. any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical constraints to airflow including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or
 - b. four walls or other vertical constraints to airflow including, but not limited to, vegetation that exceeds six feet in height, whether or not those boundaries include vents or other openings.

K.J. "Flavored Tobacco Product" means any Tobacco Product or Smoking Product that imparts a Characterizing Flavor.

L.K. "Labeling" means written, printed, or graphic matter upon any Tobacco Product or any of its Packaging, or accompanying such Tobacco Product.

M.L. "Manufacturer" means any Person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a Tobacco Product; or imports a finished Tobacco Product for sale or distribution into the United States.

N.M. "Multi-Unit Residence" means any residential structure with two (2) or more Units and has at least one or more shared walls, floors, or ceilings. Additionally, a residential structure that has two (2) or more Units and has a shared ventilation system is considered a Multi-Unit Residence.

A Multi-Unit Residence **does not** include the following:

1. a single-family residence with a detached in-law or secondary dwelling unit;
2. a single, contiguous residence in which rent is shared by the residents; and

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3. A hotel or motel that meets the requirements of California Civil Code section 1940, subdivision (b) (2).

~~Q.N.~~ "Multi-Unit Residence Common Area" means any indoor or outdoor common area of a Multi-Unit Residence accessible to and usable by more than one residence, including but not limited to halls, lobbies, laundry rooms, outdoor eating areas, play areas, swimming pools and recreation areas.

~~P.O.~~ "Nonprofit Entity" means any entity that meets the requirements of California Corporations Code Section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A public agency is not a Nonprofit Entity within the meaning of this section.

~~Q.P.~~ "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a Tobacco Product is sold or offered for sale to a consumer.

~~R.Q.~~ "Place of Employment" means any area under the legal or de facto control of an Employer, Business or Nonprofit Entity that an Employee or the general public may have cause to enter in the normal course of operations, but regardless of the hours of operation, including, for example, indoor and outdoor work areas, construction sites, vehicles used in employment or for Business purposes, taxis, Employee lounges, conference and banquet rooms, bingo and gaming facilities, long-term health facilities, warehouses, and private residences that are used as childcare or health care facilities subject to licensing requirements.

~~S.R.~~ "Person" means any natural Person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

~~T.S.~~ "Playground" means any park or Recreational Area designated in part to be used by children that has play or sports equipment installed or has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds, or on County property.

~~U.T.~~ "Public Place" means any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, Playgrounds, taxis and buses.

~~V.U.~~ "Reasonable Distance" means a distance of at least twenty (20) feet to ensure that occupants of a building and those entering or existing the building are not exposed to secondhand smoke created by smokers outside of the building.

~~W.V.~~ "Recreational Area" means any area, public or private, open to the public for recreational purposes regardless of any fee requirement, including, for example, parks, gardens, sporting facilities, stadiums, and Playgrounds, but excluding those areas where the County lacks jurisdictional authority to regulate.

~~X.W.~~ "Service Area" means any area designed to be or regularly used by one or more

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Persons to receive or wait to receive a service, enter a Public Place, or make a transaction whether or not such service includes the exchange of money, including, for example, ATMs, bank teller windows, telephones, ticket lines, bus stops, and cab stands.

~~Y.X.~~ "Smoke" or "Smoking" means to inhale, exhale, burn, or carry any lighted or heated device or pipe, or any other lighted or heated Tobacco Product or Cannabis intended for inhalation, whether natural or synthetic, in any manner or in any form including but not limited to a cigar, cigarette, cigarillo, vaporizer, joint, pipe, hookah or Electronic Smoking Device. "Smoke" includes the use of an Electronic Smoking Device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in a place.

~~Z.Y.~~ "Smoking Product" means any substance or product containing nicotine ~~or~~ Tobacco ~~or Cannabis~~ that is meant to be used in conjunction with an e-cigarette or any other type of smoking or vaporizing contraption including but not limited to joints, cigarettes, cigars, bongos or pipes. "Smoking Product" also means, Indian cigarettes called "bidis", and cartridges and liquid solutions for e-cigarettes, which may be utilized for smoking, chewing, inhaling or other manner of ingestion.

~~AA.Z.~~ "Tobacco Paraphernalia" means any item designed or marketed for the consumption, use, or preparation of Tobacco Products.

~~BB-AA.~~ "Tobacco" or "Tobacco Product" means:

1. Any product containing, made, or derived from tobacco leaf or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff.
2. Any electronic device that delivers nicotine or other similar substances to the Person inhaling from the device, including, but not limited to any type of vaping device, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
- ~~3. Notwithstanding any provision of subsections (a) and (b) to the contrary, "Tobacco Product" includes a~~Any component, part, cartridge or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately.
- ~~3.4.~~ "Tobacco Product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product (e.g., Nicorette gum, patch, etc.) or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

~~CC-BB.~~ "Tobacco Retailer" means any Person who sells, offers for sale, or does or offers

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to exchange for any form of consideration, Tobacco, Tobacco Products or Tobacco Paraphernalia. "Tobacco Retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

~~DD.CC.~~ "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use Enclosed Area or unenclosed area, such as for example, a private balcony, porch, deck or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a motel or hotel; a dormitory room.

7.92.020 Prohibitions – locations where smoking is prohibited.

A. Except as otherwise provided in this Chapter, Smoking is prohibited in the following enclosed and unenclosed locations in the County:

1. All areas where smoking is prohibited by state or federal law, including, but not limited to, indoor workplaces, bars and restaurants (California Labor Code Section 6404.5); state, County, and city buildings (California Government Code Sections 7596 through 7598); tot lots and Playgrounds (California Health and Safety Code Section 104495); and pursuant to (California Health and Safety Code Section 11362.3).
2. County vehicles.
3. Public parks.
4. Recreational Areas.
5. Service Areas.
6. Dining Areas.
7. Public Places, when being used for a public event, including a sporting event, farmer's market, parade, craft fair, or any event which may be open to or attended by the general public, provided that Smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this Chapter or other law.

B. Nothing in this Chapter prohibits any Person or Employer with legal control over any property from prohibiting Smoking on any part of such property.

7.92.030 Reasonable smoking distance required – 20 Feet.

Smoking shall occur at a Reasonable Distance of at least twenty (20) feet outside any Enclosed Area and from entrances, operable windows, and ventilation systems of Enclosed Areas where Smoking is prohibited, to ensure that secondhand smoke does not enter the area through entrances, windows, ventilation systems or any other means so that those indoors and those entering or leaving the building are not involuntarily exposed to secondhand smoke, including any secondhand smoke from an Electronic Smoking Device or vapor.

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7.92.040 PLACEHOLDER.

7.92.050 Posting of signs.

Posting of signs shall be the responsibility of the owner, operator, manager or other Person having control of the place where Smoking is prohibited by this Chapter in cooperation with the Mono County Public Health Department. Except in facilities owned or leased by County, state, or federal governmental entities, "No Smoking" signs with letters of not less than one-half inch in height or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly posted where Smoking is prohibited in accordance with this Chapter. Where applicable, all signs shall clearly state that Smoking is prohibited within 20 feet of any Enclosed Area as defined in subsection I of section 7.92.010 and within 20 feet of entrances, operable windows and ventilation systems. Any owner, manager, operator, Employer or Employee or other Person having control of a place where Smoking is prohibited by this Chapter shall not be deemed to be in violation of this Chapter if signs have been posted in a manner consistent with the requirements of this section. For purposes of this Chapter, the Mono County Public Health Department shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the County.

7.92.060 Duty of person, employer, business or nonprofit entity.

Notwithstanding any other provision of this Chapter, any owner, landlord, Employer, Business, Nonprofit Entity, or any other Person who controls any property, establishment, or Place of Employment regulated by this chapter may declare any part of such area in which Smoking would otherwise be permitted to be a nonsmoking area.

7.92.070 Sale of flavored tobacco products prohibited.

- A. Except as provided in subsections D and E, it shall be a violation of this Chapter for any Tobacco Retailer or any of the Tobacco Retailer's agents or Employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any Flavored Tobacco Product.
- B. There shall be a rebuttable presumption that a Tobacco Retailer in possession of Flavored Tobacco Products, including but not limited to individual Flavored Tobacco Products, packages of Flavored Tobacco Products, or any combination thereof, possesses such Flavored Tobacco Products with the intent to sell or offer them for sale.
- C. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a Tobacco Retailer, Manufacturer, or any Employee or agent of a Tobacco Retailer or Manufacturer has:
 1. Made a public statement or claim that the Tobacco Product imparts a Characterizing Flavor;
 2. Used text and/or images on the Tobacco Product's Labeling or Packaging to explicitly or implicitly indicate that the Tobacco Product imparts a Characterizing Flavor; or

ATTACHMENT A

3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the Tobacco Product imparts a Characterizing Flavor.
- D. Any Tobacco Retailer whose inventory includes Flavored Tobacco Products at the time this Chapter becomes effective may continue to sell the Flavored Tobacco Product(s) until the supply is exhausted but shall not thereafter order new supplies.
- E. This section shall not apply to menthol cigarettes; cigars, little cigars or cigarillos with a Characterizing Flavor (e.g., products of the type sold by Swisher Sweets, Black & Mild, Backwoods, etc.); or chewing tobacco or snuff with a Characterizing Flavor (e.g., products of the type sold by Copenhagen, Skoal, Grizzly, etc.).

7.92.080 Penalties and enforcement.

- A. Unless the applicable section of this Chapter provides that violation is a misdemeanor, any Person or Business violating any provision of this Chapter, upon conviction thereof, shall be guilty of an infraction and subject to a fine (not including court-imposed mandatory penalties) of \$100.00 for the first violation, \$200.00 for the second violation, and \$500.00 for any subsequent violation. For purposes of this Chapter, each day of noncompliance shall be considered a separate violation.
- B. The provisions of this Chapter may be enforced through civil and/or criminal proceedings including, but not limited to, action for nuisance abatement pursuant to Mono County Code Chapter 7.20, administrative citation pursuant to Mono County Code Chapter 1.12, following the procedures set forth in subsection D, and/or injunctive relief. In any enforcement action, the County may seek reimbursement for the costs of investigation, inspection or monitoring leading to the establishment of the violation, and for the reasonable costs of preparing and bringing the enforcement action. The remedies provided by this section 7.92.080 are nonexclusive, cumulative and in addition to any other remedy the County may have at law or in equity.
- C. The Mono County Public Health Director or his/her designee ("Director") is authorized to enforce, on behalf of the County, the provisions of this Chapter, and to refer such enforcement to the Mono County Code Compliance Division as provided in subsection D below. Any Person may request that the Director investigate a violation of this Chapter by filing a written complaint with the Public Health Department.
- D. The following procedures may be followed by the Director upon receipt of a written complaint and shall be followed prior to referring enforcement to Mono County Code Compliance:
 1. The Director shall contact the owner, operator or manager of the establishment, (the "establishment") or Person that is the subject of the complaint to investigate the nature and extent of the violation and may conduct such additional investigation as may be necessary, to determine whether the violation occurred.
 2. If the Director concludes that a violation occurred, he or she shall provide to the owner, operator or manager of the establishment or Person committing the

ATTACHMENT A

violation a copy of the provisions of this Chapter and such advisory assistance to avoid future violations as may be necessary to achieve compliance.

3. Upon receipt of a second written complaint involving the same Person or establishment, the Director shall attempt to meet with the owner, operator or manager or Person alleged to have violated this Chapter to further investigate the matter and shall conduct such additional investigation as may be necessary. If it is determined that a subsequent violation has occurred, the Director shall mail, certified mail, postage prepaid, return receipt requested, a written directive to the owner, operator, manager or other Person, explaining in detail the steps required in order to achieve future compliance and advising that the County may initiate enforcement proceedings pursuant to Chapters 1.12 or 7.20, or pursue such other enforcement as is authorized by law, in the event of a subsequent violation.
 4. Upon receipt of a third written complaint regarding the same Person or establishment, the Director may refer the matter to Mono County Code Compliance for further investigation and enforcement pursuant to Chapters 1.12 and/or 7.20, provided that the Code Compliance Division confirms that it has sufficient resources available to process the complaint.
 5. Any violation determined by the Code Compliance Division to have occurred following issuance of a Notice of Violation in accordance with Chapter 1.12, shall constitute cause for issuance of an Administrative Citation under that Chapter, except that the amount of the penalty imposed for each violation shall be as set forth in subsection 7.92.080.A. and the hearing officer for any administrative appeal shall be a member of the Board of Supervisors or its designee.
- E. The Director, and Code Compliance Specialist if applicable, shall maintain clear and thorough records and logs of all investigations and communications made in relation to every written complaint filed with the Public Health Department pursuant to this section.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

Departments: Community Development, Finance

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura, Megan Mahaffey

SUBJECT Birch Creek Condo - Potential Sale

AGENDA DESCRIPTION:

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

The county-owned June Lake housing unit is currently vacant. This item will formally discuss the sale of the Birch Creek Condo # 5, located in June Lake.

RECOMMENDED ACTION:

1. Direct staff to prepare a Resolution of Intention to sell Birch Creek #5 for consideration by the Board. 2. Direct staff to work with Mammoth Lakes Housing to deed restrict Birch Creek Condo # 5. 3. Direct Staff to obtain an appraisal of Birch Creek Condo #5 and bring back detail of how the funds will be used to implement specific portions of the housing toolbox.

FISCAL IMPACT:

The sale of this condo could fund housing mitigation programs.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Tract Map Conditions

History

Time	Who	Approval
7/5/2018 5:46 PM	County Administrative Office	Yes

7/3/2018 5:44 PM

County Counsel

Yes

7/5/2018 8:43 AM

Finance

Yes

Mono County Community Development Department

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

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

July 10, 2018

To: Honorable Mono County Board of Supervisors

From: Megan Mahaffey – Mono County, Accountant
Wendy Sugimura – Mono County, Community Development Interim Director

Re: Birch Creek Unit #5 potential sale

Actions Requested:

1. Direct Staff to proceed with Resolution of intention to sell Birch Creek #5.
2. Direct staff to proceed with Mammoth Lakes Housing to deed restrict Birch Creek Condo # 5.
3. Direct Staff to proceed with appraisal of Birch Creek Condo #5 and bring back detail of how the funds will be used to implement specific portions of the housing toolbox.

Fiscal Impact of Requested Actions:

Revenue from the sale of Birch Creek # 5 will create seed money to fund housing programs in Mono County.

Strategic Plan alignment:

Enhance quality of life for county residents by addressing housing needs through public assistance and development of programs.

Background:

Mono County acquired the Birch Creek #5 unit in 2002 as a requirement of the June Lake Highlands Phase I development in an effort to mitigate the need of affordable employee housing. It was acquired as per Tract Map 34-26 for June Lake Highlands as part of the conditions of approval and mitigation monitoring program: "In accordance with Specific Plan Policy 3-C, Policy 6-A and Mitigation Measure B-1, the applicant shall provide one perpetually affordable housing unit either within the subdivision or in the June Lake Loop." The unit is not part of a formal rental housing program and has been rented in the past to qualified applicants and employees.

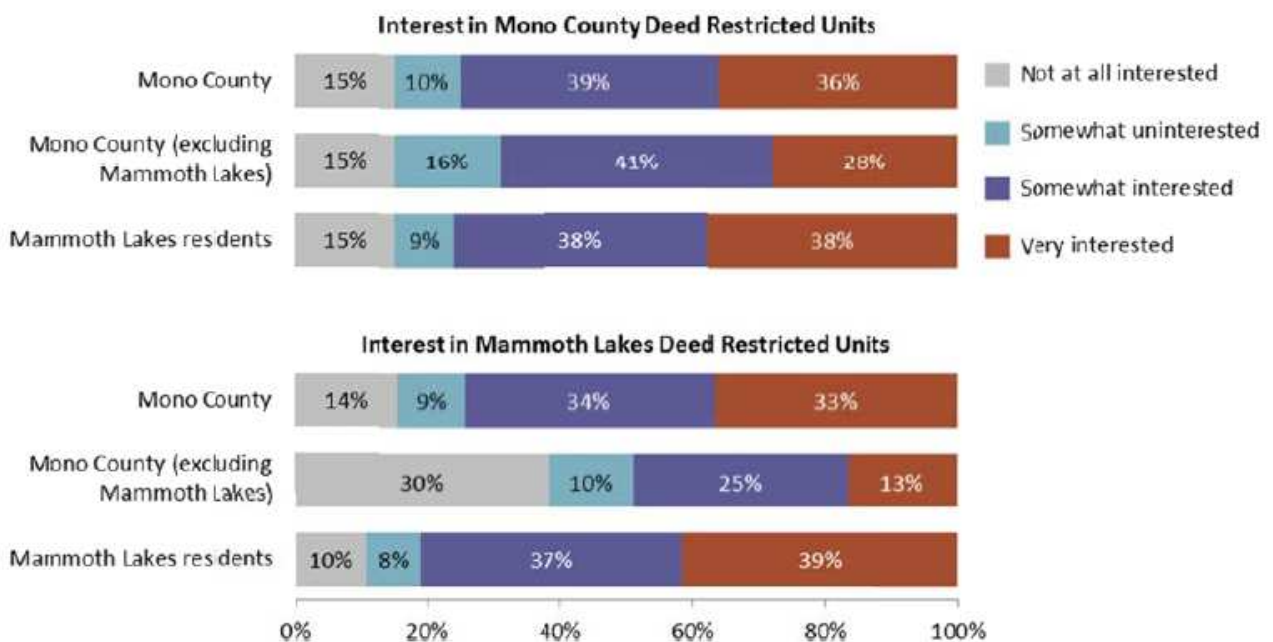
In June of 2018, the Board of Supervisors reviewed the housing toolbox and provided feedback to staff. At this time several Board members expressed support for selling Mono County owned rental properties. The Mono County owned June Lake housing unit is currently vacant, and therefore, discussion and get direction from the Board on the sale of Birch Creek Condo # 5 located in June Lake is requested.

Discussion:

The Mono County Needs Assessment from 2017 provided good data on the pulse of the housing market throughout Mono County. Included in the needs assessment is an estimate of housing units needed

currently and in the future to accommodate: unfilled jobs, poor housing conditions, renters living in overcrowded conditions, and employment growth. The unincorporated county has a need for approximately 70 housing units to accommodate new housing demand from employment growth and an additional 50 to 100 units that are needed to address current renter needs. Also included in the needs assessment is data regarding community interest in deed restricting units. Below is an excerpt from the Mono County Needs Assessment that can also be found on the Mono County website.

**Figure II-22.
Renter Interest in Deed Restricted Units Located in Mono County and Mammoth Lakes**



Source: 2017 Housing Choice and Needs Survey, Resident Sample.

Mammoth Lakes Housing submitted a cost estimate to prepare deed restricted ownership documents for the June Lake rental unit. This will involve preparation of the following documents:

1. Resale restriction, refinance restriction and option to purchase agreement;
2. Homebuyer deed of trust to secure the resale restriction; and
3. Homebuyer disclosure statement.

Deed restricting this unit for sale will put an additional housing unit into the market place and continue to fill the conditions of a “perpetually affordable housing unit” as per acquisition of the property from the June Lake Highlands development. The sale of this unit will take a step toward getting Mono County out of the property management business and provide seed money for implementing tools from the housing toolbox that could have a more widespread effect on meeting the housing needs in Mono County. Funds from the sale of this property would be placed into a Fiduciary fund and held in trust for designated board-approved Housing mitigation measures.

The concept of deed-restricting and selling the unit was posed at the June Lake Citizen’s Advisory Committee (CAC) meeting in May, 2018, and the following is a summary of the feedback:

- Most were silent – one person was opposed because of the potential impacts to property values. Further discussion clarified that real estate sales only compare like properties, and so a deed-restricted property would not be compared against a market-rate unit. Therefore, the impact is perception-based only and not the function of a real estate transaction.

- Concern was expressed that other condo owners would be opposed, and discomfort with restricting the value of the property for a future owner.
- A comment was made that flood issues and insurance could be a challenge.
- If it was deed-restricted, at least one person knew of folks who would be interested, and a person renting long-term units disclosed a wait list of 29 people.

Since the acquisition of the Birch Creek condo by Mono County, the unit has required extensive staff time and consistent financial contributions from the General Fund to keep rented. Continuing to own and manage the Birch Creek condo as a workforce housing rental is not an effective use of county resources. If the Board approves the resolution of intention to sell we will proceed with requirements as set forth in Cal. Gov't Code § 25526 as follows:

“Before ordering the sale or lease of any property the board of supervisors shall, in a regular open meeting, by a two-thirds vote of all its members, adopt a resolution, declaring its intention to sell the property, or a resolution declaring its intention to lease it, as the case may be. The resolution shall describe the property proposed to be sold, or leased, in a manner as to identify it and shall specify the minimum price, or rental, and the terms upon which it will be sold, or leased, and shall fix a time, not less than three weeks thereafter for a public meeting of the board of supervisors to be held at its regular place of meeting, at which sealed proposals to purchase or lease will be received and considered.”

Attachments:

1. Tract Map 34-26 Conditions for June Lake Highlands

**MONO COUNTY COMMUNITY DEVELOPMENT
DEPARTMENT**

Planning Division

NOTICE OF TENTATIVE TRACT MAP APPROVAL

TENTATIVE TRACT MAP # 34-26

APPLICANT: Larson

ASSESSOR'S PARCEL NUMBER: 15-010-79

PROJECT LOCATION: The property is located along the intersection of Leonard Avenue and Highland Drive in West Village, June Lake.

You are hereby notified that the Mono County Board of Supervisors did on January 4, 2005, hold a public hearing to hear any and all testimony relative to the approval of Tentative Tract Map 34-26 and did approve the map for a period of twenty-four (24) months, subject to the following conditions.

**Please refer to the attached
Conditions of Approval #1 through 44**

A final map, which includes compliance with the foregoing conditions, may be submitted for final approval prior to its expiration. Failure to file the final map within twenty four (24) months after the above approval will nullify all approvals; except that such time limitation may be extended by the Planning Commission. Written application for such extension must be made to the Executive Secretary to the Planning Commission or Clerk to the Board no later than forty five (45) days prior to expiration of the tentative map. Extensions may be granted for a one-year period, or successive one-year period, not to exceed a total of three (3) additional years.

DATE OF EXPIRATION: 01/04/07

DATED: January 4, 2005

cc: Applicant
 Engineer
 Assessor's Office
 Public Works
 Environmental Health

TM 34-26
JUNE LAKE HIGHLANDS
CONDITIONS OF APPROVAL &
MITIGATION MONITORING PROGRAM

FORMAT:

CONDITION OF APPROVAL.....

- a. SCHEDULE OF COMPLIANCE.....
 - b. RESPONSIBLE MONITORING AGENCY or DEPARTMENT.....
 - c. IMPLEMENTING PARTY
 - d. TYPE OF MEASURE: DESIGN, ONGOING, CUMULATIVE
-

Uniformly Applied Development Standards and Policies

1. Future residential development shall meet the requirements of the Mono County General Plan.
 - a. Generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department/ Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design
2. The subdivision improvements, as well as future development, shall comply with the Fire-safe Regulations (Mono County General Plan, Land Use Element, Section VI Land Development Regulations Chapter 22) pertaining to emergency access, signing and building numbering, emergency water supplies and vegetation modification.
 - a. Generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department/Building Division
 - c. Applicant/Property Owner
 - d. Design
3. All wood-burning devices installed in the project shall be Phase II EPA certified, in conformance with the Mono County General Plan (Conservation/Open Space Element, Public Health and Safety policies, Objective A, Action 6.1).
 - a. Generally associated with future development. Requires monitoring over a period of time.
 - b. Community Development Department/Building Division
 - c. Applicant/Property Owner
 - d. Design
4. The project proponent shall stop work and notify appropriate agencies and officials if archaeological evidence is encountered during earthwork activities. Additionally the contractor/owner of future residential construction/development shall stop work and notify appropriate agencies and officials if archaeological evidence is encountered during earthwork activities. No disturbance of an archaeological site shall be permitted until such time as the applicant hires a qualified consultant and an appropriate report is filed with the county Planning Division, which identifies acceptable site mitigation measures.
 - a. Generally associated with future development but may occur anytime construction is in progress. Requires monitoring over a period of time.
 - b. Community Development Department/Planning Division
 - c. Applicant/Property Owner
 - d. Design/Ongoing

5. Dogs belonging to individuals involved in construction activities shall be prohibited in the project area during construction phases.
 - a. Requires monitoring over a period of time, usually linked to future development associated with approved residential construction.
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant
 - d. Design/Ongoing

6. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise-attenuation devices and by compliance with all requirements of Mono County Code Chapter 10.16 (Noise Regulation).
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design/Ongoing

7. Erosion-control measures on disturbed areas shall include the use of Best Management Practices such as placement of fiber blankets and roll, filter fencing or similar erosion-control materials. Removed topsoil shall be stockpiled and replaced over disturbed areas. Disturbed areas shall be revegetated with a native seed mix and/or native plants. For all phases of subdivision and future parcel development, exposed soil surfaces shall be stabilized and/or revegetated as soon as possible to reduce impacts related to erosion.
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design/Ongoing

8. Revegetation of disturbed areas shall occur as soon as possible following construction and shall require the use of stabilization material or landscaping. Use of native seeds, native plants grown from seeds or seedlings obtained from local native stock is encouraged. Revegetated areas shall be irrigated as necessary to establish the plants.
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design/Ongoing

9. To prevent wind erosion and public nuisance created by dust, the property owners shall refrain from clearing native vegetation except as necessary for impending or same-year construction. Dust generated during construction shall be controlled through watering or other acceptable measures
 - a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design/Ongoing

10. For all phases of subdivision and parcel development, controls shall be instituted to reduce the impact of dust. Such controls are to include watering and mulching of disturbed areas or by other approved methods. Initiation of revegetation efforts should commence as soon as practical after construction.

- a. Requires monitoring over a period of time, usually linked to future development associated with approval of residential construction.
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design/Ongoing
11. Grading permits shall be required as specified in Mono County Code Section 13.08.030 et seq. Activities requiring a grading permit include but are not limited to land clearing/grading activities that will clear more than 10,000 square feet or require any cuts greater than 4 feet or fill greater than 3 feet. Construction requiring more than 200 cubic yards of cut or fill will also require a grading permit.
- a. Requires monitoring over a period of time, usually linked to future development associated with approval of grading, driveway and/or road improvements, and residential construction.
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design/Ongoing
12. Drainage and erosion-control plans shall be required of future residential construction involving more than 5,000 square feet of pad area disturbed, including secondary or accessory structures on any one parcel, at any one time. Drainage and erosion-control plans shall also be required for future residential construction on any one parcel that cumulatively exceeds 20,000 square feet. If plans are required, plans will be developed with the individual project applicant, Mono County Planning Division, and Mono County Department of Public Works.
- a. Requires monitoring over a period of time, usually linked to future development.
 - b. Community Development Department/Planning Division and applicable federal and/or state agency
 - c. Applicant/Property Owner
 - d. Design/Ongoing
13. Liquefied Petroleum Gas (LPG) when used shall be installed according to all applicable codes and Mono County Code 15.04.056. The project proponent shall provide bulk propane. Minor adjustments to tentative tract map lot lines may be made to satisfy required fire code setbacks. A landscaping plan for screening of propane tank(s) shall be submitted to Community Development Department for approval.
- a. Generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department/Building Division
 - c. Applicant/Property Owner
 - d. Design
14. Exterior/outdoor lighting on individual lots shall be designed and maintained to minimize the effects of lighting on the surrounding environment. Exterior lighting shall be limited to that necessary for health and safety purposes; high-intensity outdoor lighting shall be avoided or adequately shielded. All lighting must be designed to confine light rays to the premises of each individual lot. In no event shall a lighting device be placed or directed so as to permit light to fall upon a public street, adjacent lot, or adjacent land area.
- a. Generally associated with future development but may occur any time construction and/or road grading is in progress. Requires monitoring over a period of time.
 - b. Community Development Department/Planning Division
 - c. Applicant

d. Design

Specific Subdivision Map Conditions and Development Mitigation Measures

15. All new development shall be in accordance with the Project Description, Land Use Objectives and Policies of the June Lake Highlands Specific Plan as follows (note: policy descriptions are excerpts of actual policy – see Specific Plan for full wording):
- a. Policy 1-A: Designate 11.8 acres as SFR; designate 9.4 acres as MFR-M (no longer applies; whole project area is allowable by Specific Plan as SFR – SFR requirements of the General Plan apply to this phase as well as first phase).
 - b. Policy 1-B: Designate the project as S-F-R and M-F-R (no longer applies since Zoning and General Plan were combined).
 - c. Policy 1-C: All single-family lots are to be 7,500 sf minimum.
 - d. Policy 2-A: Development to reflect mountain home architecture/environmentally sensitive design.
 - e. Policy 2-B: Utilize colors, textures, amenities that blend with environment (see official materials – color palette).
 - f. Policy 2-C: Screen the condominium/multifamily parking area from view (no longer applies).
 - g. Policy 2-D: Place all utilities underground (see condition below).
 - h. Policy 2-E: All single-family and multi-family architecture subject to Design Review (“multi-family” no longer applies).
 - i. Policy 3-A: Install water/sewer systems consistent with June Lake PUD requirements.
 - j. Policy 3-B: Coordinate solid waste service with local provider. Screen on-site containers.
 - k. Policy 3-C: Provide on-site condominium management and affordable housing (“condominium management” no longer applies – see condition below).
 - l. Policy 3-D: Provide snow removal for the condominium streets and parking areas (no longer applies).
 - m. Policy 4-A: Provide on-site recreational facilities in each phase of the condominium area (no longer applies).
 - n. Policy 4-B: Allow single-family lot owners to join the condominium HOA for access to recreational facilities (no longer applies).
 - o. Policy 4-C: Assist with June Lake Ballfield improvements such as parking lot paving, restrooms, etc., to be negotiated with County (this has been completed).
 - p. Policy 4-D: Provide an access path to the June Lake Ballfield with maintenance by CC&Rs (a pathway from phase one of the development has been provided; another pathway is to be provided in this phase – see condition below).
 - q. Policy 5-A: Institute a “dark skies” policy – outdoor lighting must be shielded/directed downward (see standard condition above).
 - r. Policy 5-B: Erect construction barriers on project perimeters to prevent damage to off-site habitat.
 - s. Policy 5-C: Avoid tree removal – replace trees removed per replacement schedule in the Specific Plan.
 - t. Policy 6-A: Ensure affordable employee housing (one affordable unit was provide during phase one; provision for a second unit is proposed with this phase – see condition below).
 - u. Policy 6-B: Utilize alpine architectural style.
 - v. Policy 7-A: Construct new streets to County standards (see condition below).
 - w. Policy 7-B: Provide interior streets that interconnect the condominium area (no longer applies).

- x. Policy 7-C: Provide off-site street improvements or in-lieu fees for Leonard Avenue, Bruce and Knoll; negotiate not-to-exceed cost (Leonard to be improved during this phase).
- y. Policy 7-D: Provide a Zone of Benefit for street maintenance (see condition below).
- z. Policy 7-E: Provide a fair share of funding for trails and bike paths; negotiate not-to-exceed cost (fee has been established for first phase; additional fee to be required for this phase – see condition below).
- aa. Policy 8-A: Design connections, pathways, to surrounding open space (access pathway to be provided in this phase – see condition below).
- bb. Policy 8-B: Utilize condominium open space areas to enhance the visual quality of the project (no longer applies).
- cc. Policy 9-A: Incorporate latest building codes regarding seismic safety.
- dd. Policy 9-B: Avoid construction on faults and unstable geologic features.
- ee. Policy 10-A: Minimize construction noise by specifying times of operation of construction noise (see standard condition above).
- ff. Policy 10-B: Utilize smart design in placement of condominium outdoor recreation areas to minimize outdoor noise generated from the site (no longer applies).
- gg. Policy 10-C: Design condos to shield noise from interior parking and noise producing features (no longer applies).
- hh. Policy 11-A: Preserve natural vegetation - replace trees per Specific Plan replacement schedule.
- ii. Policy 11-B: Minimize flattening and grading for house construction – blend with natural terrain.
- jj. Policy 11-C: Exposed soils to be revegetated with natural vegetation and specific seed mix; significant number of trees to be planted (1 tree/1000 sf –see condition below).
 - a. At time of subdivision final map and generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior final map recording, issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department-Building and Planning divisions and Department of Public Works
 - c. Applicant/Property Owner
 - d. Design

16. All Specific Plan Mitigation Measures identified in the June Lake Highlands Specific Plan are tentative tract map conditions as follows (see Specific Plan EIR for full wording):

- a. Mitigation Measure A-1: No part of any structure may exceed 35' above natural grade; reflected in CC&Rs (CC&Rs were recorded by applicant with wrong drawing! This condition supercedes CC&Rs).
- b. Mitigation Measure A-2: Buyers to be advised of presence of June Lake Ballfield and associated potential for large recreational events.
- c. Mitigation Measure B-1: Provision of affordable housing; 2 perpetually affordable units somewhere in the June Lake Loop (one has been provided; one is to be provided with this project – see condition below).
- d. Mitigation Measure C-1: Applicant shall provide fair share of additional law enforcement facilities (fee has been paid for first 39 units; fee to be same per unit for this phase –see condition below).
- e. Mitigation Measure C-2: Assessment District to be formed or water system improvements per June Lake PUD requirements (has been completed).
- f. Mitigation Measure C-3: Plans to be reviewed by the June Lake Fire District - review by June Lake PUD and Fire District; “will serve” letters required.

- g. Mitigation Measure C-4: "Will-serve" letters from June Lake Fire District and PUD must be provided to County.
- h. Mitigation Measure C-5: Water conserving fixtures/xeriscape required.
- i. Mitigation Measure D-1: Structural enhancements for buildings and utilities to be consistent with UBC for Seismic Risk Zone IV.
- j. Mitigation Measure D-2: Rolling boulder potential to be considered in lot design to prevent earthquake-induced displacement.
- k. Mitigation Measure D-3: Slope stability and lot development plans to be reviewed by geologist or geo-engineer for all single-family lots.
- l. Mitigation Measure D-4: Structural/earthwork specifications to be employed in project design/compaction.
- m. Mitigation Measure D-5: Grading Guidelines in Appendix B of DEIR and Mono County PW requirements to be followed for all grading.
- n. Mitigation Measure D-6: Comprehensive erosion and sediment transport plan required prior to grading permit issuance.
- o. Mitigation Measure E-1: Dogs to be contained in private fenced yards or enclosed in a building.
- p. Mitigation Measure E-2: Mono County leash laws to be reiterated in the CC&Rs.
- q. Mitigation Measure E-3: Dogs prohibited in area during construction (see standard condition above).
- r. Mitigation Measure E-4: Night lighting restricted in number, duration, intensity; shielded light fixtures; not visible off-site (see standard condition above).
- s. Mitigation Measure E-5: Access to work areas to utilize existing dirt roads; avoid unnecessary disturbance to vegetation outside project area.
- t. Mitigation Measure E-6: Revegetation to utilize native plants and conducted immediately following construction.
- u. Mitigation Measure E-7: Deter spread of weeds/ cover stockpiled topsoil/revegetate immediately.
- v. Mitigation Measure E-8: Use techniques to reduce pads and drives.
- w. Mitigation Measure E-9: Establish setbacks between private fenced areas and property lines for ease of deer and wildlife movement through the project.
- x. Mitigation Measure E-10: Open space management and restrictions to be specified in CC&Rs.
- y. Mitigation Measure E-11: No tall, solid fences shall be constructed along adjoining back yards; pet enclosures excepted if in keeping with CC&Rs.
- z. Mitigation Measure E-12: Construction activities to be scheduled only during daytime hours to reduce wildlife disturbance.
- aa. Mitigation Measure E-13: Dust to be controlled (see standard condition above).
- bb. Mitigation Measure E-14: Noise levels during construction to be minimized (see standard condition above).
- cc. Mitigation Measure E-15: Open ditches/trenches to be covered/barricaded during night.
- dd. Mitigation Measure E-16: Refueling/repair of equipment to occur in disturbed areas away from sensitive habitat.
- ee. Mitigation Measure E-17: Reduced speed limits to 25 mph should be imposed on roads leading to and from the development to reduce wildlife-vehicle collisions.
- ff. Mitigation Measure F-1: Design buildings, parking, site grading to blend with natural terrain; no building height greater than 35' above "natural grade" (natural grade defined).
- gg. Mitigation Measure F-2: Building finishes, color palette to be detailed in CC&Rs. CC&Rs to be approved by Planning Department in consultation with Design Review Committee (see Chapter 9 of Land Use Element of the General Plan).
- hh. Mitigation Measure F-3: Housing and accessory structures to utilize alpine architectural style and reviewed by Design Review Committee.

- ii. Mitigation Measure F-4: Cut and fill slopes to be contoured, tops and toes to be tapered/rounded.
- ii. Mitigation Measure F-5: House and condominium grading to blend with natural terrain.
- jj. Mitigation Measure F-6: Building sites and graded areas to be immediately re-vegetated to blend with native landscaped areas; native plants to be utilized.
- kk. Mitigation Measure F-7: 300 Jeffrey / lodgepole pine trees to be planted on perimeter of project (deleted- replaced by Tentative Map Condition 34 of phase 1).
- ll. Mitigation Measure F-8: Native trees required at 1/1000 sf of lot area; maintenance via CC&Rs (see condition below).
- mm. Mitigation Measure F-9: Removal of existing trees to be avoided; replacement in accordance with Policy 5-C.
- nn. Mitigation Measure F-10: Roof and ground mounted mechanical equipment to be screened from view.
- oo. Mitigation Measure F-11: Exterior lighting must be concealed; light rays confined to the premises; high intensity lighting to be avoided/shielded (see standard condition above).
- pp. Mitigation Measures G-1: If cultural evidence discovered, mitigation plan required (see standard condition above).
- qq. Mitigation Measure G-2: If Native American burial sites discovered, Heath and Safety Code section 7050.5 to be followed.
- rr. Mitigation Measure H-1: Consideration shall be given to revising Leonard Avenue as a one-way street or back-to-back cul-de-sac (not required – Leonard to be repaved at this stage).
- ss. Mitigation Measure H-2: Per Public Works Director, applicant to reconstruct and pave Leonard Avenue to current structural standards; extent and cost to be negotiated during tentative map considerations (to be done at this stage).
- tt. Mitigation Measure H-3: Zone of Benefit to be established for street maintenance.
- uu. Mitigation Measure I-1: For noise mitigation, construction limited to daylight hours (see standard condition above).
- xx. Mitigation Measure I-2: Heavy equipment and other construction equipment to be properly muffled.
- yy. Mitigation Measure I-3: Condos next to Interlaken to have outdoor activity areas located away from Interlaken or shielded by structures (no longer applies).
- zz. Mitigation Measure I-4: Consideration shall be given to revising Leonard Avenue as a one-way street or back-to-back cul-de-sac (same as H-1 – not required).
- aaa. Mitigation Measure J-1: Air quality – comprehensive erosion and sediment control plan required (same as D-6).
- bbb. Mitigation Measure J-2: Only high efficiency heating systems allowed. No units developed with wood burning appliances as primary heating source.
- ccc. Mitigation Measure J-3: Any wood burning appliances must be EPA Phase II certified.
- ddd. Mitigation Measure J-4: Air quality – revegetation of graded sites (same as F-6).
- eee. Mitigation Measure J-5: Permit to Operate from GBUAPCD required.
- fff. Mitigation Measure K-1: Water resources – comprehensive erosion-control plan required (same as D-6 and J-1).
- ggg. Mitigation Measure K-2: SWPPP required/submitted to Public Works for comment.
- hhh. Mitigation Measure K-3: Natural vegetation to be preserved to reduce impervious surface runoff.
- iii. Mitigation Measure K-4: Impervious surfaces to be regularly swept and cleaned.

d. Design

21. The subdivider shall construct improved roads within the subdivision in accordance with the County Road Improvement Standards section for a Typical Section Residential (Plate No. 8 Typical Section Residential – Mono County Road Improvement Standards, 1981). All road improvement costs, including design, plans and specifications, permitting, testing, inspections, and any related reports shall be the responsibility of the subdivider. Engineered plans, specifications and cost estimates shall be submitted to the Department of Public Works for review and approval. The roads shall be constructed prior to recording of the final map or security shall be provided and a subdivision agreement executed with the County to guarantee construction.
 - a. Must be satisfied prior to recording of final map or bonded for.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
22. A CSA-Zone of Benefit district shall be created by the developer along newly constructed public roads in order to pay for snow removal and maintenance of streets and drainage facilities. The CSA-Zone of Benefit shall be formed prior to approval of the final tract map.
 - a. Must be satisfied prior to final map
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
23. All drainage and storm water from this subdivision and the previous 39-unit subdivision (June Lake Highlands TM 34-24) shall be considered in drainage easements and facilities. Design of these facilities shall strictly limit deposit of silt and other deleterious materials into Gull Lake. This shall include modifications or improvements to downstream facilities if needed.
 - a. Must be satisfied prior to final map
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
24. If a drainage basin installation is pursued across from the ballfield, the developer will prepare all environmental review documents, obtain appropriate permits and other approvals, pay all related fees, and furnish surety necessary for the project. Plans and specification shall be approved by Public Works prior to initiating construction.
 - a. Must be satisfied prior to final map
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
25. A letter of clearance and/or waste discharge requirements from Lahontan Regional Water Quality Control Board shall be obtained, if necessary.
 - a. Must be satisfied prior to final map
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
26. All road grading and earthwork activities must be conducted in accordance with an approved road construction plan and/or grading plan.
 - a. Must be satisfied prior to final map
 - b. Department of Public Works

- c. Applicant/Property Owner
 - d. Design
27. Construction material (rock, debris, etc.) that is not utilized as road fill material shall be removed to a designated dump or other approved site.
- a. Generally associated with construction of the subdivision
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
28. The applicant will be required to submit a soils report or process a soils report waiver. Any such report or waiver shall be reviewed and approved by the Director of Public Works, according to the provisions of Mono County Code (MCC) Section 17.36.090.
- a. Must be satisfied prior to final map
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
29. A comprehensive erosion and sediment transport control plan shall be submitted to the Department of Public Works prior to issuance of the grading permit(s).
- a. Must be satisfied prior to issuance of grading permit(s)
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
30. An air quality permit shall be obtained from the Great Basin Unified Air Pollution Control District, if required.
- a. Must be satisfied prior to final map
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
31. The developer shall provide necessary easements for existing and proposed utility service within the subdivision.
- a. Must be satisfied prior to sale of lots
 - b. Department of Public Works
 - c. Applicant/Property Owner
 - d. Design
32. The project proponent shall confer with local postal authorities for installation requirements for cluster mailboxes. The applicant shall provide a letter from the postal authorities stating their satisfaction with road names and box locations in the development, or a release from the necessity of providing cluster mailboxes. If clustering or special locations are specified, easements, concrete bases, paved turnouts, and other provisions shall be included.
- a. Must be satisfied prior to recording of the final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
33. The applicant shall prepare a Stormwater Pollution Prevention Plan and submit a Notice of Intent to comply with provisions of the State Water Resources Control Board's Stormwater NPDES Permit for construction activities. As part of compliance with the

NPDES Stormwater Permit, the project shall comply with the North Lahontan Basin Project Guidelines for Erosion Control.

- a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
34. The project proponent shall provide a 5' wide, compacted decomposed granite access path to the June Lake Ballfield from the single-family subdivision between lots 17, 18 and 19. Maintenance of the path shall be provided in the CC&Rs. (Note: the developer does not agree with this condition.)
- a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
35. A ten (10')-foot wide snow storage/utility easement shall be dedicated along all street frontages. This would apply to all 40-foot-wide rights of way, Mountain Vista, Highland and Alpenglow. It does not apply to the 60-foot-wide rights of way, Leonard, Roed's Road and "A" Street.
- a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
36. Lots 20, 21, 22 and 23 are double-frontage lots; they shall have vehicular access only to Alpenglow Lane; developer shall waive all rights to vehicular access along Leonard Avenue at each of these lots.
- a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design
37. Landscaping shall be used to minimize potential visual impacts resulting from development. At the time of building construction on each single-family lot, Jeffrey and lodgepole pine trees (5-gallon minimum) in equal numbers shall be planted on each project lot/parcel at a rate of one tree per 1,000 square feet of lot area (excludes public street area). Other types of trees may be planted but the number of Jeffrey and lodgepole pine trees shall be requirements.
- a. Generally associated with future development. Requires monitoring over a period of time. Must be satisfied prior to issuance of a building permit and/or certificate of occupancy.
 - b. Community Development Department/ Building and Planning divisions
 - c. Applicant/Property Owner
 - d. Design
38. The applicant shall share in the estimated cost of providing additional Sheriff's Department services for the area (estimated cost: \$485/unit x 28 = \$13,580). A deposit of \$13,580 shall be made to the Sheriff's Department for this purpose.
- a. Prior to approval of final map
 - b. Department of Public Works
 - c. Applicant
 - d. Design

39. The applicant shall pay \$60,000 to the June Lake housing trust fund.
 - a. Prior to approval of final map
 - b. Community Development Department/Building and Planning divisions
 - c. Applicant
 - d. Design

40. All infrastructure (roads, utilities, sewer and water) and associated landscaping and revegetation shall be available or in the process of being constructed prior to recording of the final map or bonded for with a subdivision agreement.
 - a. Must be satisfied prior to recording of final map or bonded for.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

41. The applicant shall provide off-site street improvements as indicated in the attached "Exhibit A".
 - a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

42. This subdivision shall establish CC&Rs same as and/or integrated with CC&Rs of the previous 39- unit subdivision (June Lake Highlands TM 34-24).
 - a. Must be satisfied prior to recording of final map.
 - b. Department of Public Works
 - c. Applicant
 - d. Design

43. The applicant shall share in the estimated cost of providing a trail plan for the June Lake area. A deposit of \$1,311 shall be made to Mono County for this purpose.
 - a. Prior to approval of final map
 - b. Department of Public Works
 - c. Applicant
 - d. Design

44. Lots 4-10 and 14-16 may allow duplex development. No transient rental (less than 30 days) shall be permitted.
 - a. Prior to approval of final map
 - b. Department of Public Works
 - c. Applicant
 - d. Design

Note: pages 14-20 have been deleted as they are not relevant to the housing issue



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

Departments: Community Development

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Megan Mahaffey

SUBJECT Housing Mitigation Ordinance Suspension

AGENDA DESCRIPTION:

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

The current Housing Mitigation Ordinance suspension expires August 30, 2018. The suspension must be extended to allow time for the community-based planning approach to proceed.

RECOMMENDED ACTION:

1. Introduce, read title and waive further reading of proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance until June 30, 2019; and 2. Direct Staff to integrate Housing Mitigation Ordinance potential adoption with Housing toolbox so that the entire housing program package can be evaluated and implemented as directed by the Board.

FISCAL IMPACT:

Under the suspension, no funding will be generated for the Housing Mitigation Fund.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Ordinance Suspending Housing Mitigation Requirements

History

Time

Who

Approval

7/5/2018 3:49 PM	County Administrative Office	Yes
7/3/2018 3:55 PM	County Counsel	Yes
7/3/2018 6:01 PM	Finance	Yes

Mono County Community Development Department

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

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

July 10, 2018

TO: Honorable Board of Supervisors

FROM: Megan Mahaffey – Mono County, Accountant
Wendy Sugimura – Community Development Interim Director

RE: Housing Mitigation Ordinance suspension

RECOMMENDATION

1. Introduce, read title and waive further reading of proposed ordinance extending the current suspension of the Mono County Housing Mitigation Ordinance until June 30, 2019; and
2. Direct Staff to integrate Housing Mitigation Ordinance potential adoption with Housing toolbox so that the entire housing program package can be evaluated and implemented as directed by the Board.

FISCAL IMPACT

Minimal impact.

BACKGROUND

The current suspension of the Housing Mitigation ordinance expires August 30, 2018. At the June 19 meeting, the Board directed staff to extend the suspension of the Housing Mitigation Ordinance in order to allow time for the community-based planning approach to proceed.

DISCUSSION

The Housing Mitigation Ordinance will be one piece of the menu of options to address the housing shortage in Mono County. The nexus/fee analysis is complete that would allow for legal adoption of a housing mitigation fee structure, but the Housing Element is currently in the process of being updated with a timeframe for adoption of June 30, 2019. An extension will allow for the Mitigation Ordinance to be fully vetted with the entire housing toolbox and rolled into the Housing Element for adoption and implementation of housing mitigation measures.

ATTACHMENTS

- Ordinance No. Ord 18-XX Amending Chapter 15.40.170 of the Mono County Code, Extending the Temporary Suspension of all Housing Mitigation Requirements.



ORDINANCE NO. ORD18-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING CHAPTER 15.40.170 OF
THE MONO COUNTY CODE EXTENDING THE TEMPORARY SUSPENSION
OF ALL HOUSING MITIGATION REQUIREMENTS**

WHEREAS, the County previously enacted a temporary suspension of certain housing mitigation requirements on development projects, as codified in Chapter 15.40 of the Mono County Code, which will expire on August 30, 2018, if not extended; and

WHEREAS, the Board wishes to continue that suspension for an additional ten (10) months;

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

SECTION ONE: Section 15.40.170 of the Mono County Code is hereby amended to read as follows:

“15.40.170 Temporary suspension of requirements.

All housing mitigation requirements set forth in Chapter 15.40 shall be suspended in their entirety, and be of no force or effect, during the period from August 30, 2018, through June 30, 2019.”

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 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, APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Bob Gardner, Chair
Mono County Board of Supervisors

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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 July 10, 2018

Departments: CAO

TIME REQUIRED	20 minutes (5 minute presentation, 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman
SUBJECT	Request for Proposals for Indigent Defense Services		

AGENDA DESCRIPTION:

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

Request for Proposals (RFP) for Indigent Defense (Public Defender) Services for Mono County.

RECOMMENDED ACTION:

Authorize County Administrative Officer to finalize and release RFP. Provide any other desired direction to staff.

FISCAL IMPACT:

The cost of indigent defense services pursuant to the RFP is unknown and will depend on proposals received.

CONTACT NAME: Leslie Chapman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Request for Proposals
Sample Contract

History

Time	Who	Approval
7/5/2018 5:38 PM	County Administrative Office	Yes
7/5/2018 5:40 PM	County Counsel	Yes

7/3/2018 5:57 PM

Finance

Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

July 10, 2018

To: Honorable Board of Supervisors

From: Leslie Chapman

Subject: Request for Proposals (RFP) for Indigent Defense (Public Defender) Services for Mono County

Recommended Action(s): Authorize County Administrative Officer to finalize and release the RFP. Provide other direction to staff.

Fiscal Impact: The cost of indigent defense services is unknown and will depend on proposals received.

Discussion:

For many years, the County has contracted for indigent defense services with three individual attorneys that collaborate to provide legal representation to all eligible clients in Mono County trial court actions or proceedings. Two of these attorneys have recently announced plans to pursue other paths. Consequently, staff recommends that the County seek proposals to fill these vacancies through a competitive process where the County will be seeking either two individual attorneys, or a legal firm to provide all services not performed by the remaining contractor, David Hamon, whose contract expires on March 31, 2020.

Staff further recommends distributing the RFP on or before Friday, July 14th with a deadline for proposal submission by 5:00pm on August 15, 2018. The County has already received several inquiries by parties interested in submitting proposals, so it appears that three weeks will be sufficient to attract qualified candidates.

Ideally, one successful candidate would begin services as soon as possible and the other on October 1, 2018.

COUNTY OF MONO
REQUEST FOR PROPOSALS
INDIGENT DEFENSE SERVICES



Proposal Submission Deadline – _____

Mail Proposal to: Mono County Administrative Office
P.O. Box 696
Bridgeport, CA 93517

GENERAL DESCRIPTION

In recent years, indigent defense services in Mono County have been provided through contracts with three individual attorneys, who collaborate and work together to cover the full scope of indigent defense services, each under a separate contract with the County. Two of these three attorneys have recently announced plans to pursue other paths, leaving a vacancy in approximately two-thirds of the County's indigent defense program. The third contract expires on March 31, 2020.

The County of Mono invites proposals from attorneys or law firms interested in providing indigent defense services (including any associated investigative services) under Contract with the County in collaboration with the attorney remaining under contract, David Hammon ("Hammon"). A proposed version of the Contract is attached hereto and incorporated by reference ("the proposed Contract"). Generally, such services include representation of every person determined by the Superior Court of the State of California in and for the County of Mono to be entitled to a court-appointed attorney pursuant to relevant state statute, court rule, or constitutional provision. The contractual services are anticipated to begin as soon as the selected candidate(s) are available to commence providing services following award and Contract execution. The proposed Contract term is three years, with an option to extend.

The County will pay a fixed monthly rate for all services., The fixed monthly rate shall include and shall be deemed to fully compensate Contractor for any and all expenses incurred in rendering the Contract services, with the exception of certain litigation expenses such as fees for expert witnesses, laboratory analysis, and other forensic services. (See Section IX(E) of the Proposed Contract.)

The County would prefer to contract with one attorney or firm for such services, who in turn would subcontract with or hire other attorneys as described more fully in the proposed Contract, and would have the ability to expand services to cover all indigent defense services for Mono County (excluding conflict cases) in April of 2020. But the County is willing to accept and consider a proposal submitted by an individual attorney to provide one-third of the required services under contract with the County and in coordination with other contract attorneys. Except as specifically described in this paragraph, the County does NOT desire and will not consider proposals to provide only a portion of the total services described in the Scope of Work.

The proposing attorney or firm and any subcontracting attorneys or firms will be required to avoid engaging in legal services or representation that would conflict with, or otherwise render them unavailable for, the services contemplated under the Contract. All attorneys must also meet the minimum qualification requirements, including requisite prior experience in certain types of cases. (See Section VI of the proposed Contract.)

SCOPE OF WORK

As described more fully in the proposed Contract, the Contracting attorney or firm ("Contractor") shall, together with Hammon and (if applicable) another contracting attorney, provide representational services to all eligible persons in Mono County trial

court actions or proceedings, except where a legal conflict of interest exists and conflict counsel must be appointed. Contractor shall provide the names of all attorneys providing representational services under the Contract to the Courts and the County, and the County shall have the right to reject any attorney who is not qualified to provide the services.

The Contractor shall also provide the services of a licensed private investigator to the extent such services are needed by Contractor Attorney in the context of any of the representational services covered by the Contract, including but not limited to securing evidence to be used before the Courts of Mono County. The Contractor shall provide investigative services as part of the flat monthly fee to be paid by the County to Contractor.

SELECTION CRITERIA

The following general criteria will be used by a selection committee designated by the County to determine the best-qualified professional(s) to provide said services. The County reserves the right to reject any proposals that do not comply with the Request for Proposal (“RFP”) requirements set forth herein. The County shall determine in its sole discretion the relative weight given any criterion and reserves the right to reject all proposals and staff the indigent defense program in another manner. The intent is to provide eligible persons with effective legal representation, at a reasonable cost to the County. The County reserves the sole right to make this determination.

- A. The proposal and any modification is complete and timely, in conformance with this RFP.
- B. Attorney(s) are active member(s) of the California Bar in good standing without any prior or current history of professional discipline and otherwise meet the minimum qualification requirements (including requisite years of experience) set forth in Section VI of the proposed Contract.
- C. The proposed plan for delivery of services is adequate to ensure effective legal representation. Among the factors the County may consider are the quality of legal representation, the experience of the attorney(s) beyond the minimum requirements, available support staff, office location(s), caseload and references/recommendations.
- D. The attorney(s) have the ability to perform the contract effectively and efficiently and to provide representation in the types of cases proposed. Among the factors the County may consider are personal qualifications and successful experience providing public defense services under contract.
- E. The attorney(s) demonstrate an ability to work cooperatively with Hammon and (if applicable) other contract attorney(s) providing indigent defense services under contract with the County to equitably and appropriately share caseload and provide effective legal representation to all eligible clients except where a legal conflict exists.

- F. Any other relevant considerations as determined by County.
- G. Cost to the County (proposed monthly compensation rate).

ADDITIONAL ITEMS

The County makes no representations or warranties of any kind regarding the total number of cases or the number of any particular type of case that Contractor may be required to handle under the Contract. Contractor expressly assumes that risk and shall be deemed to have done his or her own inquiry prior to submitting a proposal. Be advised that past cases are not necessarily predictors of future filings and each party to the Contract bears some risk regarding the number of cases which may require public defense in any given year.

GUIDELINES FOR SUBMITTING PROPOSALS

Proposals should be submitted in accordance with the following submission guidelines:

- A. Proposal Format:** Proposals should be typed or printed on standard 8 ½” x 11” paper. The information required must be submitted by the date and time requested. Incomplete proposals will not be considered.
- B. Provider Summary:** Prior to the Narrative Section, at the front of the proposal, all proposals must contain a concise statement of all of the following information:
 - 1. Date proposal is submitted to the County.
 - 2. Summary information for each attorney who would provide services under the Contract and any contemplated attorney subcontract: name, bar number, physical business address, mailing address, phone number(s), year admitted to California Bar, and total years/months of relevant experience.
- C. Proposal Narrative and Contents:**
 - 1. General Qualifications: This section should include a brief summary of each attorney’s overall experience, training and availability to assume the duties under the proposed Contract.
 - 2. Public Defense Qualifications: A detailed description of experience and expertise, which qualifies each attorney who would be involved in providing services under the Contract and any contemplated subcontract. Please include names and phone numbers of at least three (3) persons to be contacted as references. Letters of recommendation may also be provided.
 - 3. Contract Understanding: A statement of assurance that the proposing party has read the proposed Contract. If the party is proposing modifications, include all that would be required by the party prior to executing the proposed Contract. Additionally, the proposing party must include an assurance that he/she will not accept employment or provide legal services that would conflict with the services provided under the proposed Contract.

4. Practical Approach: A description of the practical approach to providing the services described in the proposed Contract which includes at least the following:
 - a. A brief narrative of the proposal for delivery of services under the Contract. Include the proposal for facilities, staff, division of workload, utilization of experts, investigators, support staff etc.
 - b. A description of how the bilingual requirements of clients will be addressed.
 - c. A plan for collaborating successfully with the Hammon and (if applicable) another attorney providing indigent defense services under contract with the County to ensure that cases are effectively handled and equitably divided. If possible, a statement from Hammon and another attorney also submitting a response to this RFP agreeing to cooperate as stated in the plan.
5. Work Examples: Written examples of the work of each attorney who would be involved in providing the services, including at least one example of a client communication (e.g., a letter or email) and at least one example of a legal brief or pleading, preferably in a criminal matter. Redacted documents are acceptable.
6. Proposed Compensation: The fixed monthly rate of compensation proposed to be paid by the County to Contractor.
7. Start Date: Please indicate the date by which you could be available to commence providing services under the Contract.
8. Acknowledgment: The proposal must be signed by the attorney(s) providing the services under the proposal.

D. Submission Procedures/Due Date: Proposals must be received by the County no later than 5:00 p.m., [REDACTED], in order to be considered. Please submit four (4) copies of the proposal by personal delivery or U.S. Mail to:

Mono County Administrative Office
Courthouse Annex 1
P.O. Box 696
Bridgeport, California 93517

Late proposals will not be accepted or considered. The County will not be responsible for proposals delivered to a person or location other than that specified in this RFP. Proposals will not be accepted by facsimile or electronic mail. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal and signed by the attorneys submitting it (on behalf of themselves, or their firm if applicable).

All responses to this RFP become the property of the County. The County will direct that all proposals be held confidential from parties other than the County and its selection committee, until the selection of the successful proposal (if any) and execution of a final Contract for services.

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the County in writing of its withdrawal. The notice must be signed by the attorneys who submitted the original proposal. The proposing party may thereafter submit a new or modified proposal, if it is received at the County Administrative Office by the

submission deadline. Modification offered in any other manner, whether oral or written, will not be considered.

The County reserves the right to reject all proposals. The County also reserves the right to negotiate with the successful proposing party (if any) regarding the terms and conditions of any ultimate contract with that party.

E. Questions: All questions must be in writing to receive a response. The County will maintain a written log of written questions along with the answers thereto. For copies of the questions and answers, please contact the County Administrative Officer to be placed on the mailing list. No questions regarding this RFP will be responded to by the County if they are received after .

SELECTION PROCESS

A County selection committee will review and evaluate submittals, based on the criteria listed herein and weighted in the discretion of the committee. Interviews may be conducted. At the conclusion of that process, the selection committee will rank proposals and discussion regarding final Contract terms will commence with the highest-ranked proposer. If agreement is reached through those discussions, the Contract will be recommended for Board Approval. If agreement is not reached, the County will commence negotiations with the next highest-ranked proposer, etc. until agreement is reached and a Contract is drafted for recommendation to the Board of Supervisors.

**CONTRACT BETWEEN COUNTY OF MONO
AND _____
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, referred to as “the COUNTY,” and ***** , ***** , referred to hereafter as “the CONTRACTOR,” agree to the provisions of indigent defense services as outlined below for the period ***** through *****. The COUNTY and the CONTRACTOR are sometimes referred to herein collectively as “the parties.”

RECITALS

- The COUNTY has a constitutionally mandated responsibility to provide indigent defense services.
- The COUNTY desires to have legal services performed for eligible persons entitled to public representation in Mono County by the CONTRACTOR, as authorized by law.
- The CONTRACTOR agrees to provide, and the COUNTY agrees to pay for, competent representation of clients as required by the controlling standards and rules of professional conduct.
- The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of investigation and administrative services, to eligible clients of the CONTRACTOR.

TERMS AND CONDITIONS

The parties AGREE as follows:

I. DURATION OF CONTRACT

This Contract shall commence on ***** and terminate on ***** unless extended or terminated earlier in a manner allowed by this Contract. The COUNTY may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to CONTRACTOR at least 180 days prior to the date of termination.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

- A. Eligible Client: Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:
1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County.
 2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.

3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition: Disposition in criminal cases shall mean and/or include:

1. The dismissal of charges;
2. The entering of an order of deferred prosecution;
3. An order or result requiring a new trial;
4. Imposition of sentence;
5. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review;
6. A restitution hearing ordered at the time of original disposition.
7. The filing of a notice of appeal, if applicable.

Disposition in other cases shall mean:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. Representational Services: The services for which the COUNTY is to pay the CONTRACTOR are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section IV.B.

- E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the CONTRACTOR, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.
- F. CONTRACTOR ATTORNEY: The term “CONTRACTOR ATTORNEY” shall include every attorney, including CONTRACTOR and all employees of CONTRACTOR and subcontractors who perform representational services under this contract.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

III. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for all purposes arising out of this Contract, an independent CONTRACTOR, and neither the CONTRACTOR nor his or her employees shall be deemed employees of the County. The CONTRACTOR shall complete the requirements of this Contract according to the CONTRACTOR’S own means and methods of work, which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the COUNTY, except as specified herein.

IV. SCOPE OF SERVICES.

- A. With other indigent defense counsel under direct contract to COUNTY, CONTRACTOR shall provide representational services to all eligible clients in Mono County trial court actions or proceedings. CONTRACTOR shall provide the names of all attorneys providing representational services under this contract to the Courts and the COUNTY, and the COUNTY shall have the right to reject any attorney who is not qualified to provide the services. In such subcontracts, CONTRACTOR shall incorporate any and all provisions of this Contract applicable to CONTRACTOR ATTORNEYS and shall require the subcontractor to comply with each and every such provision, and furthermore, the parties to the subcontract shall expressly identify the COUNTY as an intended third-party beneficiary in said subcontracts for purposes of any such provisions.
- B. CONTRACTOR shall also provide the services of a licensed private investigator (“INVESTIGATOR”) under Business and Professions Code section 7520 and 7521, to the extent such services are needed by any CONTRACTOR ATTORNEY in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. INVESTIGATOR shall be fluent in the Spanish language or shall subcontract (at no additional cost to the County) with other licensed private investigators who are fluent to provide competent investigative services in situations where it is necessary or

desirable to interview Spanish-speaking persons. INVESTIGATOR shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall INVESTIGATOR be used for the primary purpose of serving subpoenas on witnesses or custodians of record. The CONTRACTOR shall provide investigative services for the flat monthly fee described in paragraph IX.G., of the Contract.

V. CONTRACTOR ATTORNEYS' OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. CONTRACTOR ATTORNEYS shall have physically separate offices. CONTRACTOR ATTORNEYS shall maintain an ethical and communications wall between CONTRACTOR ATTORNEYS under this contract about their respective offices and cases, to maintain the confidences of clients, and to be sensitive to the need for separation between the offices. The offices of the CONTRACTOR ATTORNEYS must operate autonomously and neither shall have access to the client files of the other. The files in the separate offices must be kept in that office. CONTRACTOR ATTORNEYS must have their own separate telephone numbers, computers, and computer hook-ups.
- B. CONTRACTOR ATTORNEYS agree not to accept compensation directly or indirectly from any source other than the COUNTY on cases assigned pursuant to this contract.
- C. CONTRACTOR ATTORNEYS shall maintain the right to have private clients outside of this Contract; provided, however, that they shall structure their private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. CONTRACTOR ATTORNEYS agree that they have secured or will secure at their own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

VI. MINIMUM QUALIFICATIONS FOR CONTRACTOR ATTORNEYS

- A. CONTRACTOR ATTORNEYS shall be licensed to practice law in California (i.e., shall be active members of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. CONTRACTOR ATTORNEYS will maintain for inspection on their premises records of compliance with MCLE requirements.
- B. CONTRACTOR ATTORNEYS representing a defendant accused of a homicide must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably

similar experience, and been trial counsel and handled a significant portion of the trial in five felony cases that have been submitted to a jury.

- C. CONTRACTOR ATTORNEYS representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in three felony cases, that have been submitted to a jury.
- D. CONTRACTOR ATTORNEYS representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.
- E. CONTRACTOR ATTORNEYS representing a defendant accused of any other crime, or involved in a probation revocation hearing must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in three felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.
- F. Failure on the part of the CONTRACTOR ATTORNEYS to use staff with the appropriate amount of experience or to supervise appropriately his or her subcontractors shall be considered a material breach of this Contract.

VII. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR ATTORNEYS shall provide quality representational services to all eligible clients to whom the CONTRACTOR ATTORNEYS are appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of CONTRACTOR ATTORNEYS as appointed by the Court shall be observed:
 - 1. Provide careful, factual and legal investigation.
 - 2. Take prompt action to protect client's legal rights.
 - 3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
 - 4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
 - 5. Know and explore sentencing alternatives.
 - 6. Advise the client concerning appeals.
 - 7. Not accept more cases than can be competently handled.
 - 8. Not handle a legal matter which the CONTRACTOR ATTORNEYS know or should know that he is not competent to handle.
 - 9. Maintain client confidences.

10. Keep the client informed.
 11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
 12. Not accept a matter in which a conflict of interest exists of which he would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.
- B. Except as provided herein, the CONTRACTOR shall maintain a full-time office open from 9:00 a.m. to noon and from 1:30 p.m. to 5:00 p.m., Monday through Friday, except holidays, in Mono County, California, and the office shall be staffed during normal business hours. CONTRACTOR ATTORNEYS, other than CONTRACTOR, need not maintain offices in Mono County, so long as they are timely available for all Court appearances, and meet all performance requirements of this Contract and of the Courts, and have available office space in Mono County for interviewing and consulting with clients.
- C. CONTRACTOR ATTORNEYS shall maintain adequate office space open during normal business hours for appointments with potential eligible clients who are not in custody. CONTRACTOR ATTORNEYS shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. CONTRACTOR ATTORNEYS shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.
- D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of CONTRACTOR ATTORNEY'S appointment. Out of custody eligible clients may make an appointment with CONTRACTOR ATTORNEYS who shall make available an appointment at an office in Mono County within five business days of CONTRACTOR ATTORNEY'S appointment. In all cases, CONTRACTOR ATTORNEYS shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- E. CONTRACTOR ATTORNEYS shall keep all courts informed of the status of pending cases to which he or she has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- F. CONTRACTOR ATTORNEYS shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the CONTRACTOR ATTORNEYS.
- G. In the event that CONTRACTOR ATTORNEYS are unable to appear for any matter to which they have been appointed, then CONTRACTOR ATTORNEYS shall arrange for other counsel to appear on their behalf, at no cost to the COUNTY.

VIII. CONTRACTOR EVALUATION

In June of each year during the term of this Contract, and any extension thereof, commencing June 2019, the County Counsel, County Finance Director and County Administrative Officer shall meet with the CONTRACTOR and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, the COUNTY determines that the CONTRACTOR is failing to provide competent legal services based upon the above standards, the COUNTY may terminate this Contract for good cause upon 15 days' written notice to the CONTRACTOR and fees due shall be prorated as of the date of termination.

Before this Contract is terminated for good cause, the CONTRACTOR, upon request, shall have the opportunity for a public hearing before the County Board of Supervisors, to appear personally, and by counsel, and to produce evidence. If COUNTY determines to terminate this Contract for good cause, the Board shall specify in writing its reasons for doing so, which reasons may not be arbitrary or capricious.

IX. COMPENSATION AND METHOD OF PAYMENT

- A. For services provided under this contract, COUNTY shall pay CONTRACTOR \$***** annually, for the period of ***** through *****, paid in monthly installments of \$*****, payable within 30 days of the month following the month in which services are provided. Payments shall be made upon claims submitted on the standard County claim form, which shall be submitted to the Finance Director by the first Monday of each month for the prior month's services.
- B. The compensation payable under this section IX is the maximum amount which COUNTY must pay under this Contract, and the CONTRACTOR shall assume and pay all other expenses incurred in the performance of this Contract. The CONTRACTOR represents that CONTRACTOR is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The CONTRACTOR and COUNTY acknowledge that many factors outside the control of the parties can affect the ability of the CONTRACTOR to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to CONTRACTOR. Notwithstanding any such changes, the CONTRACTOR agrees to the compensation set forth in this Contract for services to be rendered.
- C. COUNTY shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered

under this Contract, and no portion of said funds inure for the benefit of any CONTRACTOR ATTORNEY or otherwise affect the amount specified to be paid to CONTRACTOR under this contract.

- D. Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR ATTORNEYS submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:
1. The name of the client and case number;
 2. The date and time the services were provided, in 10th hour increments;
 3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

- E. CONTRACTOR ATTORNEYS shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract, except for the following: costs for expert witnesses, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees, and documents produced through discovery by the County in Welfare and Institutions Code section 300 cases and documents produced through discovery by the District Attorney in Criminal and Welfare and Institutions Code section 600 cases.

X. REPORTS AND INSPECTIONS

- A. CONTRACTOR ATTORNEYS agree to submit to the COUNTY the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the COUNTY withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section XIV (Corrective Action.)
- B. CONTRACTOR ATTORNEYS shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by CONTRACTOR ATTORNEYS during the previous calendar quarter. The report shall be submitted within ten working days after the end of said calendar quarter and shall include:
1. The number of cases by type to which CONTRACTOR ATTORNEYS have been appointed during that quarter.
 2. The number of open cases distinguished between misdemeanor, felony, juvenile, and other types of cases.
 3. For each case closed, the type of case (felony, misdemeanor, etc.)
 4. Disposition of cases by the following categories: Pleas, trials, diversions, dismissals, and other.
 5. The number of cases in which CONTRACTOR ATTORNEYS have declared a conflict.

- C. In addition to the quarterly report described in Section B above, CONTRACTOR ATTORNEYS shall provide the CAO a monthly report of services rendered by CONTRACTOR ATTORNEYS as court-appointed counsel in juvenile dependency cases (Welfare and Institutions Code section 300 et seq.) Said reports shall include all time spent on each such case during the prior month and such other information of a non-privileged nature as the CAO may specify from time to time. The report shall be submitted within ten working days after the end of each calendar month.
- C. Bar Complaints: CONTRACTOR ATTORNEYS shall immediately notify the COUNTY in writing if the CONTRACTOR ATTORNEYS become aware that a complaint lodged with the State Bar Association has resulted in their public or private reproof, suspension, or disbarment. In the event of a report of a private reproof, COUNTY shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: CONTRACTOR ATTORNEYS agree to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the COUNTY may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the CONTRACTOR ATTORNEYS shall provide to the COUNTY right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the CONTRACTOR ATTORNEYS in a way that allows access by the COUNTY without breaching such confidentiality or privilege. The CONTRACTOR ATTORNEYS agree to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The COUNTY will respect the attorney-client privilege and attorney work-product privilege.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. CONTRACTOR ATTORNEYS shall prepare and maintain records sufficient to enable COUNTY and the courts to determine the cost of representing each person represented by CONTRACTOR ATTORNEYS, and CONTRACTOR ATTORNEYS shall provide the court with the total time of each case upon disposition or upon request of the court or the COUNTY.
- B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the COUNTY.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the CONTRACTOR ATTORNEYS or their employees or others by reason of the Contract. CONTRACTOR ATTORNEYS shall protect, indemnify, and save harmless the COUNTY, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from CONTRACTOR ATTORNEYS' failure to pay any compensation, wages, benefits or taxes except where such failure is due to the COUNTY'S wrongful withholding of funds due under this Contract.
- B. CONTRACTOR ATTORNEYS agree that they are financially responsible and liable for and will repay the COUNTY for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR ATTORNEYS, their employees, representatives or agents.
- C. CONTRACTOR ATTORNEYS shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by CONTRACTOR ATTORNEYS, or their agents, officers, or employees. CONTRACTOR ATTORNEYS' 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 ATTORNEYS' obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a CONTRACTOR ATTORNEY, 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 ATTORNEYS' obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Contract for CONTRACTOR ATTORNEY to procure and maintain a policy of insurance .

CONTRACTOR ATTORNEYS shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by COUNTY as a COUNTY employee or officer.

XIII. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the CONTRACTOR ATTORNEYS. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

A. General Liability.

CONTRACTOR shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by CONTRACTOR ATTORNEYS under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CONTRACTOR ATTORNEYS under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. CONTRACTOR will provide the County a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.

B. Business Vehicle.

If any CONTRACTOR ATTORNEY utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the CONTRACTOR ATTORNEY shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all CONTRACTOR-ATTORNEY owned vehicles and all hired and non-owned vehicles used in performing under this Contract.

C. Workers' Compensation.

Each CONTRACTOR ATTORNEY shall provide worker's compensation insurance coverage, in the legally required amount, for the CONTRACTOR ATTORNEY's employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract, or any subcontract incorporating this Contract, CONTRACTOR ATTORNEY acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that CONTRACTOR ATTORNEY has complied with and will comply during the term of this Contract with all provisions of the California Labor Code with regard to its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

D. Professional Liability Insurance

CONTRACTOR ATTORNEYS shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR ATTORNEYS.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR ATTORNEYS must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the CONTRACTOR ATTORNEY shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

XIV. CORRECTIVE ACTION

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the CONTRACTOR in writing of the nature of the breach.
2. The CONTRACTOR shall respond in writing within five working days of his or her receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the CONTRACTOR in writing of the COUNTY'S determination as to the sufficiency of the CONTRACTOR'S corrective action plan. The determination of the sufficiency of the CONTRACTOR'S corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the CONTRACTOR does not concur with the determination, the CONTRACTOR may request a review of the decision by the Board of

Supervisors. COUNTY agrees that it shall work with the CONTRACTOR to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that CONTRACTOR under this Contract does not respond to the CAO's notification within the appropriate time, or the CONTRACTOR'S corrective action plan for a substantial breach is determined by the CAO, following review, by the Board of Supervisors to be insufficient, the COUNTY may commence termination of this Contract in whole or in part pursuant to Section XV (Termination and Suspension.)

In addition, the COUNTY reserves the right to withhold a portion of subsequent payments owed the CONTRACTOR which are directly related to the breach of the Contract until the COUNTY is satisfied that corrective action has been taken or completed as described in Section IX (Compensation and Method of Payment.)

XV. TERMINATION AND SUSPENSION

- A. COUNTY may terminate this Contract in whole or in part upon 15 days written notice to the CONTRACTOR in the event that the CONTRACTOR under this contract:
1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
 2. Engages in misappropriation of funds; or
 3. The duties, obligations, or services herein become illegal, or not feasible.

Before the COUNTY terminates this Contract pursuant to Section XV, the COUNTY shall provide the CONTRACTOR written notice of termination, which shall include the reasons for termination and the effective date of termination. The CONTRACTOR shall have the opportunity to submit a written response to the COUNTY within ten working days from the date of the COUNTY'S notice. If the CONTRACTOR elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the CONTRACTOR does not concur with the determination of the CAO, the CONTRACTOR may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. CONTRACTOR understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

- B. CONTRACTOR reserves the right to terminate this Contract with cause with 15 days written notice should the COUNTY materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the alleged breach and COUNTY shall have 30 days in which to cure the breach. In the event that the CONTRACTOR terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the COUNTY, the CONTRACTOR shall be liable for damages, including the excess costs of the procurement of similar

services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the CONTRACTOR'S control, fault or negligence.

- C. In the event of the termination or suspension of this Contract, the CONTRACTOR shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the COUNTY will be liable for any payments owed for the completion of that work. The CONTRACTOR shall remit to the COUNTY any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the CONTRACTOR attempt to withdraw from any case assigned and not completed, and in that event, CONTRACTOR shall use best efforts to so withdraw. Should a court require, after the CONTRACTOR has attempted to withdraw, the appearance of counsel from the CONTRACTOR on behalf of any client previously represented by the CONTRACTOR where such representation is no longer the obligation of the CONTRACTOR pursuant to the terms of this Contract, the COUNTY will honor payment to the CONTRACTOR upon judicial verification that continued representation is required.
- D. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the CONTRACTOR shall return to the COUNTY those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the CONTRACTOR by the COUNTY.
- E. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual Contract of both parties hereto in writing and as provided in Section I.
- F. The ability of the COUNTY to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying CONTRACTOR of the termination, reduction, or modification of available funding. Upon receipt of such notice, CONTRACTOR may at its option terminate this Contract without incurring any penalty or breaching the Contract.

XVI. FINANCIAL RESPONSIBILITY

The CONTRACTOR shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the CONTRACTOR, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy by the CONTRACTOR under this contract shall constitute a ground for termination of the Contract.

XVII. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign or subcontract any portion of this Contract without consent of the COUNTY. Any consent sought must be requested by the CONTRACTOR in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the CONTRACTOR under this Contract while he or she is on vacation or otherwise unavailable for periods of time not exceeding one week. Any individuals entering into subcontract (with written approval of COUNTY) shall meet all experience requirements imposed by this Contract. COUNTY shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the CONTRACTOR under this contract.
- B. The term “Subcontract” as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the CONTRACTOR.
- C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the COUNTY. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The COUNTY shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the COUNTY reasonably deems to be not qualified. Upon request of the CONTRACTOR, the COUNTY shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to CONTRACTOR:

If to COUNTY:

County Administrative Officer
PO Box 696
Bridgeport, CA 93517

IXX. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract, or upon expiration or pursuant to Section XV, CONTRACTOR ATTORNEYS shall cooperate fully with the COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successor. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor CONTRACTOR and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

XX. NONDISCRIMINATION

During the performance of this Contract, neither the CONTRACTOR nor any party subcontracting with the CONTRACTOR under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The CONTRACTOR shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXI. CONFLICT OF INTEREST

Interest of Members of County and CONTRACTOR ATTORNEYS: No officer, employee, or agent of the COUNTY, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or any CONTRACTOR ATTORNEY. If required by state law or by the COUNTY's own conflict of interest code, CONTRACTOR AND CONTRACTOR ATTORNEYS shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

XXII. MISCELLANEOUS PROVISIONS

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Jay Sloane, Risk Manager

DRAFT



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 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:

Click to download
No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 2018

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/5/2018 3:06 PM	County Administrative Office	Yes
7/5/2018 12:55 PM	County Counsel	Yes
7/5/2018 1:15 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 10, 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: One.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/5/2018 3:25 PM	County Administrative Office	Yes
7/5/2018 12:55 PM	County Counsel	Yes
7/5/2018 1:15 PM	Finance	Yes