



# AGENDA

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

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

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

### Regular Meeting September 18, 2018

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#### 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. Resolution in Appreciation of Nancy Mahannah**

Departments: Public Health

5 minutes

(The Public Health Department) - A resolution in appreciation of Nancy Mahannah for her 28 years of service to Mono County.

**Recommended Action:** Read, adopt and present the resolution to Nancy Mahannah.

**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 Board minutes for the regular meeting of September 4, 2018.

**Recommended Action:** Approve Board minutes for the regular meeting of September 4, 2018.

**Fiscal Impact:** None.

**B. Eastern Sierra Sustainable Recreation Coordinator Agreement between Mono County, the Town of Mammoth Lakes, and Mammoth Lakes Recreation**

Departments: CAO

Proposed Agreement between Mono County, the Town of Mammoth Lakes and Mammoth Lakes Recreation pertaining to the creation of, and joint funding of an Eastern Sierra Sustainable Recreation Coordinator.

**Recommended Action:** Approve County entry into proposed Agreement, and authorize CAO to execute said Agreement on behalf of Mono County.

**Fiscal Impact:** The annual cost of the County's share of this position is \$50,000. This amount is included in the adopted budget for Fiscal Year 2018-19, and will require a budget appropriation in future years to continue funding the County's share of the cost.

**C. Agreement and First Amendment to Design-Build Contract with Roebbelen Contracting**

Departments: CAO

Proposed Agreement and First Amendment to Agreement between the County of Mono and Roebbelen Contracting for Design-Build Services, relating to the Civic Center project in Mammoth Lakes. The proposed amendments include minor adjustments to insurance language.

**Recommended Action:** Approve County entry into proposed Amendment and authorize Chair to execute said Amendment on behalf of the County.

**Fiscal Impact:** None.

**D. Appointment to County Service Area 1 Board of Directors**

Departments: Clerk of the Board

The County Service Area #1 (CSA1) Board of Directors recommends the appointment of Carlene Millan to its Board effective July 1, 2018, for a term expiring November 30, 2020. The appointment fills a vacancy created by the resignation of Kimberly McCarthy. There have been no other parties interested to fill the position.

**Recommended Action:** Consider appointing Carlene Millan to the CSA1 Board.

**Fiscal Impact:** None.

**E. Out-of-State Travel Authorization for White House Conference with California Local Leaders**

Departments: Board of Supervisors

Out-of-State travel request for one or more Supervisors to attend the White House Conference with California Local Leaders, October 23, 2018, in Washington D.C.

**Recommended Action:** Discuss and consider approving out-of-State travel for one or more Supervisors to attend the White House Conference with California Local Leaders, October 23, 2018, in Washington D.C.

**Fiscal Impact:** Up to \$1000 per person for hotel stay and air travel.

**F. Letter regarding the Yosemite Area Transit System (YARTS) funding request**

Departments: Board of Supervisors

A letter from the Board of Supervisors asking the National Park Service to approve the YARTS request for additional funding in order to expand service in Mono County.

**Recommended Action:** Approve and authorize the Chair to sign proposed letter.

**G. Update on SB 1: The Road Repair and Accountability Act and Proposition 6 Repeal Effort**

Departments: Garrett Higerd

In 2017 the State Legislatures passed SB 1: The Road Repair and Accountability Act which created a sustainable funding source for local agencies, including Mono County, to begin addressing deferred road maintenance. If Proposition 6 passes, one of the effects would be that SB 1 would be repealed, which would halt implementation of road maintenance projects in Mono County's 5-Year Road Capital Improvement Program.

**Recommended Action:** Approve Resolution R18-\_\_\_, opposing Proposition 6 (Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative) which would repeal SB 1.

**Fiscal Impact:** Revenues from SB 1 for 2018-2019 is estimated at \$1,761,966. Revenues from SB 1 over the next ten years is estimated at \$27.5 million. If Proposition 6 passes, resulting in SB 1 being repealed, this funding will not be received.

**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. Trophy Fish Budget Letter**

A letter from Gull Lake Marina to the Board of Supervisors regarding the budget allocation for trophy fish stocking.

**7. REGULAR AGENDA - MORNING**

**A. Jan Cutts, New Bridgeport District Ranger**

10 minutes

(Jan Cutts, Bridgeport District Ranger) - An opportunity for the Board to formally meet the new Bridgeport District Ranger, Jan Cutts.

**Recommended Action:** Informational only; provide direction to staff if necessary.

**Fiscal Impact:** None.

**B. Employment Agreement with Tom Perry as Part-Time Building Official**

Departments: Community Development

10 minutes

(Wendy Sugimura) - Proposed resolution approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_\_, approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Approximately \$30,000 per year for salary and potentially an additional \$3,134 if a determination is made by PERS that contributions are owed. This cost is included in the 2018-19 Community Development budget.

**C. Mono County Fire Chiefs Association First Responder Fund**

Departments: CAO

45 minutes

(Various representatives from local fire districts) - An informational presentation about the Mono County Fire Chiefs Association Fire Fund.

**Recommended Action:** Receive presentation.

**Fiscal Impact:** No fiscal impact at this time. In fiscal year 2017-18, the County provided \$150,000, as the first responder account, funded with an allocation of the County's Prop 172 revenues. The County also provided up to \$20,000 to offset the fiscal impact of the property tax administration fee charges to the smallest fire districts.

**D. Engagement Letter for Bond, Tax and Disclosure Counsel**

Departments: CAO, County Counsel, Finance

15 minutes (5 minutes presentation; 10 minutes discussion)

(Janet Dutcher) - Engagement letter with Nixon Peabody LLP to provide bond, tax and disclosure counsel in connection with the issuance of certificates of participation to acquire and construct the Mono County Civic Center.

**Recommended Action:** Approve, and authorize the County Administrative Officer to sign, the engagement letter.

**Fiscal Impact:** The cost of these services are a not-to-exceed amount of \$90,000 for legal fees and \$10,000 for out-of-pocket expenses. These costs are paid from the proceeds generated by the sale of tax-exempt bonds. A budgetary appropriation is proposed for inclusion in the Phase II budget adjustment agenda item scheduled for October 2, 2018.

**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 - Public Employment, Public Works Director**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

**C. Closed Session - Exposure to Litigation**

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

**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** September 18, 2018

**Departments: Public Health**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** The Public Health Department

**SUBJECT** Resolution in Appreciation of Nancy Mahannah

**AGENDA DESCRIPTION:**

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

A resolution in appreciation of Nancy Mahannah for her 28 years of service to Mono County.

**RECOMMENDED ACTION:**

Read, adopt and present the resolution to Nancy Mahannah.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Sandra Pearce

**PHONE/EMAIL:** 760.924.1818 / spearce@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Resolution</a>

**History**

Time	Who	Approval
9/13/2018 6:23 PM	County Administrative Office	Yes
9/11/2018 2:16 AM	County Counsel	Yes
9/12/2018 4:16 PM	Finance	Yes

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
IN APPRECIATION OF NANCY MAHANNAH, HEALTH PROGRAM MANAGER/PHN FOR  
THE MONO COUNTY HEALTH DEPARTMENT**

**WHEREAS**, Nancy Mahannah graduated from California State University, Chico in 1974, with a Bachelor's Degree in Nursing; and

**WHEREAS**, Ms. Mahannah worked as an acute care nurse on general medicine floors, oncology units, emergency departments, and orthopedic clinics in community and university hospitals in Connecticut and California; and

**WHEREAS**, Ms. Mahannah speaks both Spanish and Portuguese competently and has used this skill to benefit the Public Health Department; and

**WHEREAS**, Ms. Mahannah completed graduate education at San Diego State University in Community Health Nursing and at Walden University in the Public Health program; and

**WHEREAS**, Ms. Mahannah accepted a job as the Program Director of the new Prop 99 Tobacco Education Program in 1990 in Mono County, and with technical assistance from the California Department of Health Services and the collaboration of tobacco control colleagues throughout the state, built the program from the ground up; and

**WHEREAS**, Ms. Mahannah developed extensive skills including health education, community development, health promotion, advocacy, social marketing, program management, grant writing and program evaluation; and

**WHEREAS**, Ms. Mahannah initiated, created and conducted the first state wide rural tobacco control needs assessment which identified rural cultural differences affecting tobacco control and program administration, served as the co-chair of the 15 county Gold Country Tobacco Prevention Coalition, and provided technical assistance on second hand smoke issues to 5 state health departments in their efforts to advance tobacco control policy; and

**WHEREAS**, Ms. Mahannah enjoyed creating, implementing and presenting several small research projects that contributed to tobacco control knowledge; and



**WHEREAS**, Ms. Mahannah co-founded three coalitions locally, Eastern Sierra Adoptive Families Support Network (ESAF), Partners in Community Wellness for Mono County (PCW) and Healthy Families, Healthy Children's Task Force; and

**WHEREAS**, Ms. Mahannah was awarded the first California Carol M. Russel Award for “leadership, vision, passion and commitment in tobacco control;” and

**WHEREAS**, Ms. Mahannah used individual counseling and the American Lung Association’s Freedom from Smoking program to assist over 500 local people to quit smoking or chewing tobacco; and

**WHEREAS**, Ms. Mahannah provided leadership that enabled Mono County to have more voluntarily smoke free bars than anywhere in the nation in 1997 and implement smoke free schools 3 years before required by state law; and

**WHEREAS**, Ms. Mahannah provided technical support for passage of smoke free policies in both Mammoth Lakes and Mono County including smoke free parks, smoke free worksites, smoke free campuses for the hospital and community college, smoke free multiunit housing, and smoke free outdoor air policies; and

**WHEREAS**, Ms. Mahannah was committed to support the art and science of Public Health to the community, agencies and organizations in Mono County; and

**WHEREAS**, Ms. Mahannah has committed 28 years of service to Mono County.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Board expresses its sincere recognition of Nancy Mahannah, and wishes her all the best in her next pursuits.

**APPROVED AND ADOPTED** this 18th day of September 2018, by the Mono County Board of Supervisors.

\_\_\_\_\_  
Jennifer Halferty, Supervisor District #1

\_\_\_\_\_  
Fred Stump, Supervisor District #2

\_\_\_\_\_  
Bob Gardner, Supervisor District #3

\_\_\_\_\_  
John Peters, Supervisor District #4

\_\_\_\_\_  
Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approval of Board minutes for the regular meeting of September 4, 2018.

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### RECOMMENDED ACTION:

Approve Board minutes for the regular meeting of September 4, 2018.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

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

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[9-4-18 Draft Minutes](#)

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### History

Time	Who	Approval
9/11/2018 2:49 PM	County Administrative Office	Yes
9/12/2018 9:01 AM	County Counsel	Yes
9/12/2018 4:15 PM	Finance	Yes



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

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

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

**Regular Meeting  
September 4, 2018**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M18-183 – M18-186</b>
<b>Resolutions</b>	<b>R18-52 – R18-55</b>
<b>Ordinance</b>	<b>ORD18-13</b>

9:01 AM Meeting Called to Order by Chair Gardner.  
*Supervisors Present: Gardner, Halferty, Peters, and Stump.*  
*Supervisors Absent: Corless.*

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 Halferty.

**Supervisor Stump:**

- Asked that today's meeting be adjourned in memory of Eric Stovesand. Eric was a longtime resident of Crowley Lake and Pastor of the Church on the Mountain. All communities need anchors. Anchors come from different venues. Eric was one of the anchors that the community depended on. He is survived by his wife Peggy, sons Matthew and Andrew, and daughter Molly.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Laura Newland, Lake Front Cabins:**

- Discussed reasons why the Board should not reduce the Trophy Fish Budget.
- Feels like a survey conducted to determine recreational usage in Mono County was flawed.
- **Leslie Chapman, CAO:** Another survey in process now. Preliminary results will be presented by the Economic Development Department on the 11<sup>th</sup>.

**Note:**

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

**Misti Sullivan, Twin Lakes Resort / Bridgeport Chamber of Commerce:**

- Handout (available in additional documents).
- Adding a comment to the survey performed.
- Bridgeport has only been asked to do 25 surveys per season.
- Addressed the size of the fish being stocked.

**Dennis Byrne, El Dorado / Mono Counties resident:**

- Proposed reduction of stocking in Mono County.
- Has sponsored a fishing tournament for the past 14 years. Has donated money to the program.
- Concerned about the loss of fishing opportunities for kids and family.
- The other concern is the fact that there are programs to eradicate non-native species, which will also impact opportunities for fishing.

**Carolyn Webb, Virginia Lakes Resort:**

- Brought some information that she provided to a few of the Chambers (available in additional documents).
- Believes it will be harmful to delay the budget hearing until October.
- Discussed costs for stocking.

**Ralph Lockhart: Double Eagle Resorts, Snowcreek Athletic Club:**

- Many of his guests like to go to the local lakes for fishing.
- Does not believe it's an issue of fishing versus hiking. It's easier to find volunteers for trail maintenance, not for fish stocking.
- Considers stocking an investment.

**Rick McCoy, Boulder Lodge:**

- Would hate to see a reduction in the fish enhancement program.
- Reduction is detrimental to the income the County receives.

**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:**

- Thursday, September 13, County Wellness Relay and Picnic.
- Feedback from County leaders in preparation of implementation of results from the salary survey.
- Went through the salary survey process.
- Incident Management Team. Roster finalized. Looking to schedule individualized meeting with the different section chiefs.
- August 29 – 30, Leadership meeting. Neuroscience of leadership, Beth Cohen.

**4. DEPARTMENT/COMMISSION REPORTS**

**Janet Dutcher, Finance Director:**

- Aug 22 – 23, met with consultants from MGO. They do a lot of county audits. Engaged them to do a Fee Analysis. They met with a variety of departments.
- Entrance conference with new auditors Price Paige.
- Volunteered last year to be chair of Motherload group of Auditor-Controllers. Met August

**Note:**

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24.

- **Supervisor Stump:** The County has to guarantee that the service is being provided for the fees being charged.
- Last study was 3-4 years ago.

**Stacey Simon, County Counsel:**

- Grand opening Lee Vining Hess Solar pavilion.
- Many kudos for the Public Works staff.
- Her son made a video about the building of the pavilion.

## 5. CONSENT AGENDA

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

### A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of August 7, 2018.

**Action:** Approve Board minutes for the regular meeting of August 7, 2018, as amended.

**Halferty moved; Stump seconded**

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

**M18-183**

**Supervisor Halferty:**

- Correction: Will be continuing to serve the California Coalition for Rural Housing.

### B. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of August 14, 2018.

**Action:** Approve Board minutes for the regular meeting of August 14, 2018.

**Supervisor Halferty:**

- Correction: Item 5b – not \$9.
- Item 7b – who moved / seconded?
- Item continued - will be moved to next week.

### C. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of August 21, 2018.

**Action:** Approve Board minutes for the regular meeting of August 21, 2018, as amended.

**Stump moved; Halferty seconded**

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

**M18-184**

**Supervisor Stump:**

- Add: Item 7e. "Wanted the contractors association to be advised and consulted prior to

**Note:**

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adoption.”

**Rick McCoy:**

- Correction: Public Comment. “Suggested that an increased fishing budget will also increase TOT revenue.”

**D. Claim for Damages - Jennifer Huh**

Departments: Risk Management

Claim for damages filed by Jennifer Huh against the Mono County Office of Education, Superintendent of Schools and Mono County for whistleblower retaliation, violation of Constitutional rights to freedom of speech and privacy, and related claims.

**Action:** Deny the claim submitted by Jennifer Huh on August 2, 2018, and authorize the Risk Manager to send notice of the denial to Ms. Huh.

**Stump moved; Peters seconded**

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

**M18-185**

**Supervisor Stump:**

- Wants to clearly state that the claim against the County is not substantiated because the County had no role in Jennifer Huh’s employment with the Mono County Office of Education, which is a completely separate entity. That is why the claim is being denied.

**E. 2018-19 Appropriations Limit**

Departments: Finance

Proposed resolution establishing the 2018-19 Appropriations Limit.

**Action:** Adopt proposed resolution #R18-52, Establishing the 2018-19 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriation limits.

**Peters moved; Halferty seconded**

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

**R18-52**

**F. 2018-19 Property Tax Rates**

Departments: Finance

Proposed resolution establishing the 2018-19 tax rates on the secured roll.

**Action:** Adopt proposed resolution R#18-53, Establishing the 2018-19 tax rates on the secured roll.

**Peters moved; Halferty seconded**

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

**R18-53**

**Note:**

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

### **G. Resolution to Authorize Mono County's Participation in Homeless Mentally Ill Outreach and Treatment Funding**

Departments: Behavioral Health

Proposed resolution to authorize Mono County Behavioral Health to Participate in the one-time Homeless Mentally Ill Outreach and Treatment funding opportunity available as a result of Senate Bill (SB) 840.

**Action:** Adopt proposed resolution R18-54, Resolution Authorizing Mono County's Participation in Homeless Mentally Ill Outreach and Treatment Funding.

**Peters moved; Halferty seconded**

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

**R18-54**

### **H. Onsite Wastewater Treatment System Ordinance**

Departments: Environmental Health

Proposed Onsite Wastewater Treatment System ordinance superseding and replacing Chapter 14.04 of the Mono County Code.

**Action:** Adopt proposed ordinance ORD18-13, Superseding and replacing Chapter 14.04 of the Mono County Code in its entirety to implement new regulations consistent with the California Statewater Resources Control Board's water quality control Policy for siting, design, operation and maintenance of onsite wastewater treatment systems.

**Peters moved; Halferty seconded**

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

**ORD18-13**

### **I. Approve Mammoth Community Water District's Amended Conflict of Interest Code**

Departments: Clerk of the Board

All local government agencies are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. However, a local agency should amend its conflict-of-interest code as frequently as circumstances require. As such, the Mammoth Community Water District has amended its 2016 Conflict of Interest Code by Resolution No. 07-19-18-18 to conform to current FPPC recommendations on format and content and to memorialize changes in designated staff positions subject to the code's reporting requirements and other minor changes, and seeks approval of its new Conflict of Interest Code by the Mono County Board of Supervisors, its code-reviewing body.

**Action:** Approve the new Conflict of Interest Code adopted by the Mammoth Community Water District on July 19, 2018, and direct the Clerk to notify the District's Executive Assistant of the Board's action.

**Note:**

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

**Peters moved; Halferty seconded**  
**Vote: 4 yes; 0 no; 1 absent**  
**M18-186**

## **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. Trophy Fish Budget Letters**

Departments: Clerk of the Board

Letters to the Board of Supervisors from June Lake Loop Chamber of Commerce and Lake Front Cabins regarding the budget allocation for trophy fish stocking.

#### **Supervisor Peters:**

- Received another letter, asked that it be on the agenda next week.
- Asked how people can get letters on the agenda.

Moved to item 7b.

## **7. REGULAR AGENDA - MORNING**

### **A. Proposition 3 Endorsement Request from Sierra Business Council**

Departments: Clerk of the Board

(Chris Mertens, Government Affairs Director at Sierra Business Council) - A presentation by Chris Mertens, Government Affairs Director at Sierra Business Council, about Proposition 3, also known as the Water Supply and Water Quality Act of 2018.

**Action:** Approve the Mono County Board of Supervisors Resolution R18-55, In Support of Proposition 3, the Water Supply and Water Quality Act of 2018, as amended.

**Peters moved; Halferty seconded**  
**Vote: 4 yes; 0 no; 1 absent**  
**R18-55**

#### **Chris Mertens, Government Affairs Director:**

- Went through presentation.

#### **Supervisor Halferty:**

- How would it be implemented in Mono County?
- How will the funds be used in this County?
- Disadvantaged community definition being used in this bond.
- Duration of the bond? How long are resources available?
- What capacity does Mono County have to access the funds?
- Reservations about the methodology about how this was placed on the ballot.

#### **Note:**

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



- Willing to support it with some reservations.

**Supervisor Peters:**

- Firesafe Councils qualify?
- Tribes outreach?
- Two groups Bridgeport Ranchers and Resource conservation district both working on water projects. This is a potential source of funding.
- Are Public Utility Districts eligible through SNC fund?

**Supervisor Gardner:**

- Does CSAC also support?
- Supervisor Peters: The meeting is this Thursday, the topic is on the agenda, so a position has not yet been taken. The Executive Committee has voted to endorse.
- Supports the resolution.

**Supervisor Stump:**

- Appreciate the goals, the interest is paid out of the general fund.
- California legislators diverts money for purposes that have impacted local governments. Concern with general fund being saddled with interest payments.
- Reluctantly supports, because this will potentially put a drain on the state general fund in the future.

**Jason Canger, Deputy County Counsel:**

- IRWN groups eligible for funding?
- SGMA implementation.
- SGMA not just to critically over drafted basins, just the implementation. So any would be able to apply for funds.
- Amended last whereas to state: this measure allocates \$675 million to implement the Sustainable Groundwater Management Act, including implementation of the Sustainable Groundwater Management Act in Mono County by the Owens Valley Groundwater Authority and other entities eligible to apply for funding under Proposition 3, the Water Supply and Water Quality Act of 2018.

Moved to item 7d.

**B. Community Event Marketing Fund Recipient Report – June Lake Chamber of Commerce**

Departments: Economic Development

(Ralph Lockhart) - Presentation by Ralph Lockhart of the June Lake Chamber of Commerce regarding the June Lake Winter Festival event, and the beneficial impact of the Community Event Marketing Fund.

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

**Ralph Lockhart:**

- Went through presentation (available in additional documents).

Moved to item 7A.

**C. Community Grant Fund Recipient Report – Bridgeport Chamber of Commerce**

Departments: Economic Development

**Note:**

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

(Misti Sullivan) - Presentation by Misti Sullivan of the Bridgeport Chamber of Commerce regarding three events in the Bridgeport Valley, and the beneficial impact of the Community Event Marketing Fund, as well as the Performing & Visual Arts Grant.

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

**Jeff Simpson, Economic Development Manager:**

- Misti Sullivan handed in her comments during public comment, the information is available in that packet (available in additional documents).

Moved to item 8.

#### **D. Community Event Marketing Fund Recipient Report – Northern Mono Chamber of Commerce**

Departments: Economic Development

(Pam Hamic) - Presentation by Pam Hamic of the Northern Mono Chamber of Commerce regarding three events in the Antelope Valley, and the beneficial impact of the Community Event Marketing Fund.

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

**Pam Hamic:**

- Handed out financial report from Fishing Derby (available in additional documents).
- Discussed fish stocking in Mono County.
- Supervisor Stump: Where is the talk about cuts to the fish stocking budget coming from?
- Has gotten her information from tourists, Supervisor Peters, and social media.

Moved to item 7c.

#### **8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

#### **9. CLOSED SESSION at 11:06 AM**

##### **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 - Existing Litigation**

Departments: County Counsel

**Note:**

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CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.  
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: U.S.A. et al. v. Walker River Irrigation District et al., U.S. Ninth Circuit Court of Appeals, Case No. 15-16478 (and related cases).

**C. Closed Session - Performance Evaluation, County Administrative Officer**

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

**D. Closed Session - Public Employment, Public Works Director**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

*Reconvene: 1:00 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 Gardner:**

- On Aug. 22 I attended a meeting of the June Lake Trails Committee. The Committee, which has been a subcommittee of the June Lake Citizens Advisory Committee and connected with Friends of the Inyo for fund-raising, is interested in moving towards an independent status in the future. We discussed the steps needed to move in this direction, and the need for more volunteer leadership to make these changes.
- On Aug. 22 I also attended the quarterly meeting of the Yosemite Area Transit Authority (YARTS). We covered several items, but the most important were approving a fare increase for the next few years and highlighting the review period for the draft YARTS Short Range Transit Plan. The Plan is available on the YARTS website.
- On Saturday, Aug. 25 I was not able to attend but was excited to hear about the dedication of the Solar Pavilion in Lee Vining. There was a great crowd in attendance to celebrate the completion of this almost entirely privately funded project. Thanks to Stacey Simon for representing the County at the event, and to Joe Blanchard and his staff and others who supported this project along the way. It is a wonderful example for us all how a community can still come together a raise a barn, or in this case a pavilion, through financial contributions and just plain dedicated volunteering. What's next, Mono County?
- On Tuesday Aug. 28 I attended the Economic Development Commission meeting in Lee Vining. There were good updates from our Economic development staff about several projects, and reports about plans for the fall season.
- On Aug. 28 I also participated in the quarterly conference call with Southern California Edison (SCE). They provided updates on the Rush Creek Dam System project, and other pending projects and initiatives.
- Finally, yesterday I attended the celebration of the life of Genny Smith at the Hayden Cabin Museum in Mammoth. It was a wonderful program with tributes from many who

**Note:**

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knew Genny and told many stories about her incredible contributions to the Eastern Sierra. The lesson I took from the event was that Genny was devoted to many causes, but also knew the key to making significant progress was getting people together to agree on a course of action. She did not let disagreement get in the way of progress, a lesson we all can use these days.

**Supervisor Halferty:**

- 9/4/2018 - Board Member Report According to the Ag report: LADWP has announced that it will conduct an environmental impact report (EIR) for the proposed Mono County lease renewals. Comments regarding the scope and content of the EIR will be accepted until 5:00 p.m. on October 16, 2018. DOES THE MONO BOS COMMENT ON THIS OR WILL STAFF?
- August 21 - I attended the USFS Reds Meadow Fuels Reduction meeting. - The Forest Service is currently in the public scoping period of the NEPA/environmental process. Comments may be submitted until September 7th to the district ranger. This is a 2,100-acre project that, depending on funding, could take from 3-5 years to complete. Work is anticipated to begin in 2020.
- August 26 - I attended a celebration of Bill Taylor at the Mono County Park at Mono Lake. It was an incredible outpouring of gratitude and memories of Bill.
- August 28 – I attended the Mono County Economic Development, Tourism & Film Commission - great to meet members of the commission.
- Mammoth Lakes Town Council and the Inyo Board of Supervisors held a joint meeting last week, Tuesday, August 28. The meeting covered where the Town is with their air service and airport facility and Inyo County discussed their timeline for the Bishop Airport environmental assessment, FAA funding and eventual commercial air service. For anyone interested in watching the meeting it is available on the Town's website under the "watch meetings" tab at the lower portion of the homepage. Many of District 1 voters expressed interest in more relatable air service in Bishop. Mammoth will have 7-days-a-week service from Denver, LAX and SFO via United beginning in mid-December.

**Supervisor Peters:**

- Friday 31<sup>st</sup> met with CAO Chapman
- Fishin' Mission Event
- Founders Day Dinner, Joseph Lent
- Walker Senior Center Field Trip
- Continue to work with the Recycling Center
- Eastern Sierra ATV Jamboree Sept 11-15
- Hospice Live Scan
- Approached by many recreators about access in Bridgeport to Gas and Services
- **Upcoming:**
- Fisheries Commission 5th
- CSAC September 6th

**Supervisor Stump:**

- 8-22: Attended the Tri Valley Water Commission meeting. The attorney being used by Mono County in the action with DWP has worked for the Commission in the past and the Commission gave him strong recommendation.
- 8-25: Attended the memorial service for long time Crowley resident Eric Stovesand -

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- request to adjourn in his honor
- 8-28: Attended the CSA 1 meeting - A community member has stepped forward to fill the vacancy on that Board created by the resignation of Kim McCarthy. This Board will be seeing an agenda item about this in the near future.
  - 8-30: I was involved in the fire response to DWP land in an area denied irrigation this year. Fire was caused by a DWP contracted drone when it crashed. County press release on this incident. LADWP's response is that the drone encountered a turkey vulture.
  - I want to thank Kim McCarthy and Liz Fleming for their volunteer weeding at the Crowley Community Center. Has made a big difference.
  - A couple of notes:
  - Apparently, the Forest Service is refusing to compensate the County Volunteer Fire Departments for their response to the two fires, both USFS or BLM Direct Protection responsibility, that occurred in the Upper Owens River area during August. Neither of the fires was inside a Fire District and the Federal Agencies would not have been able to handle these fires on their own. Federal fire resources were scarce due to all the other fire activity in the Western US. I guess collaboration only goes so far.
  - There was a joint meeting of the Mammoth Town Council and the Inyo Board of supervisors on 8-29 to discuss airports. Several of my constituents attended. I received follow up inquiries why I did not attend. The answer is that I cannot attend a meeting I am not invited to or at least informed of. Since the Mammoth Airport is in District 2 I find this oversight regrettable.
  - Thursday, Great Basin Unified Air Pollution Control District meeting this Thursday. Asked for a volunteer from Supervisor Gardner and Supervisor Halferty to act as the alternate at the Board meeting. Will be discussing a Resolution to ARB to push forward four accountability measures for public land management agencies.

**ADJOURNED in memory of Eric Stovesand at 1:23 PM**

**ATTEST**

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**BOB GARDNER  
CHAIR OF THE BOARD**

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**SCHEEREN DEDMAN  
SR. DEPUTY CLERK**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 18, 2018

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Eastern Sierra Sustainable  
Recreation Coordinator Agreement  
between Mono County, the Town of  
Mammoth Lakes, and Mammoth  
Lakes Recreation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed Agreement between Mono County, the Town of Mammoth Lakes and Mammoth Lakes Recreation pertaining to the creation of, and joint funding of an Eastern Sierra Sustainable Recreation Coordinator.

**RECOMMENDED ACTION:**

Approve County entry into proposed Agreement, and authorize CAO to execute said Agreement on behalf of Mono County.

**FISCAL IMPACT:**

The annual cost of the County's share of this position is \$50,000. This amount is included in the adopted budget for Fiscal Year 2018-19, and will require a budget appropriation in future years to continue funding the County's share of the cost.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Agreement</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/13/2018 4:59 PM	County Administrative Office	Yes
9/13/2018 5:12 PM	County Counsel	Yes
9/13/2018 3:43 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

**Date:** September 18th, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO

**Subject:** Agreement between Mono County, the Town of Mammoth Lakes and Mammoth Lakes Recreation regarding the creation of, and funding arrangements for an Eastern Sierra Sustainable Recreation Coordinator.

**Recommended Action:**

Authorize CAO to enter the Agreement on behalf of Mono County.

**Fiscal Impact:**

The annual cost of the County's share of this position is \$50,000. This amount has been allocated in Fiscal Year 18/19 and will have to be allocated in future years to continue funding the County's share of the cost.

**Discussion:**

Mono County, the Town of Mammoth Lakes, the Inyo and Humboldt-Toiyabe National Forests, and Mammoth Lakes Recreation have been working toward the creation of a regional recreation partnership for about a year.

In May 2018, the Board approved the County's entrance into the Non-Funded Challenge Cost Share Agreement between the County, the Inyo NF and Humboldt-Toiyabe NF, and the Town of Mammoth Lakes. This agreement established how the respective agencies will coordinate on future recreation-based activities and programs.

With that agreement in place, the County and Town have both approved funding for a position that will advance the recreation goals and objectives of each agency, and our region. Today's agreement formally establishes the position and the respective financial commitments for a 3-year period (just less than 3 years, ending on June 30, 2021).

The County's (2/5) portion of the position (salary and benefits) is approximately \$40,000 per year, with incidental costs estimated at approximately \$10,000 per year, for a total of \$50,000 per year. The 3-year Agreement assumes cost of living increases in future years and provides an opportunity for 5% salary increases in future years, based on performance.

The agreement does not legally bind the County to the partnership for 3 years – it can be terminated upon 30



days notice – but there is an understanding that all parties are committed to the program for that time and believe 3 years is reasonable to allow the position to establish itself, set goals, and begin to make progress in completing the goals. The Board will be required to provide continued funding for the position within each future year’s budget.

In addition to identifying and advancing **regional** recreation goals, the agreement also details how each agency’s **individual** recreation goals and objectives will be established and reviewed for progress annually. The Board and other County stakeholder groups will have regular opportunities to provide input to that list, and the Board will approve the priorities annually.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Dublino". The signature is written in a cursive, flowing style.

Tony Dublino  
Assistant CAO

**AGREEMENT BETWEEN COUNTY OF MONO,  
THE TOWN OF MAMMOTH LAKES, AND MAMMOTH LAKES RECREATION  
REGARDING THE “EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR” POSITION**

**INTRODUCTION**

**WHEREAS**, this Agreement is entered into by and between the Town of Mammoth Lakes (hereinafter the "Town"), the County of Mono (hereinafter the “County”), and Mammoth Lakes Recreation (hereinafter “MLR”). The Town, County, and MLR are collectively referred to in this Agreement as the “Parties” and individually as a “Party”; and

**WHEREAS**, both the Town’s and the County’s economies are largely supported by tourism and recreational revenues generated as a result of the region’s spectacular national forests and other public lands; and

**WHEREAS**, decreased funding from federal sources to support the management of these public lands has negatively impacted recreational experiences for residents and visitors in the region, and will ultimately impact the health of the local economy and the quality of the physical environment; and

**WHEREAS**, there are opportunities for local agencies to collaborate with federal land management agencies such as the United States Forest Service (USFS) and the Bureau of Land Management (BLM) (collectively the “federal agencies”) to better manage, enhance, and plan for public recreation assets and thereby mitigate the impacts of diminishing federal funding; and

**WHEREAS**, MLR’s mission, purpose, and structure makes them a logical partner with the Town and County to operationalize an effort to pursue these opportunities; and

**WHEREAS**, the Parties each desire to work with the federal agencies to enhance recreational and visitor experiences, contribute to sound land management activities, and preserve and protect the quality of public lands in the region; and

**WHEREAS**, the Parties have limited resources to commit to such an effort, and in combining resources can accomplish more and have greater impact; and

**WHEREAS**, MLR, the Town, and County recognize the benefits of regional coordination and collaboration, particularly as it relates to the recreation economy and recreation assets of the Eastern Sierra, and

**NOW THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

## **I. TERMS AND CONDITIONS**

### **1. ESTABLISHMENT OF POSITION**

MLR has established the full-time position of “Eastern Sierra Sustainable Recreation Coordinator” (hereinafter the “Coordinator”) within MLR’s employment structure.

In consultation with the County and MLR, the Town shall conduct a recruitment to fill the position and shall schedule interviews. The interview panel shall be composed of at least one representative from each party. Upon agreement of the Parties, the desired candidate shall be selected and the same process shall be followed whenever a vacancy occurs in the position. The individual selected to serve as the Coordinator shall at all times be an employee of MLR, and MLR shall be solely responsible for the salary, benefits, payroll, administration, and all other employment matters related to the Coordinator, as further described in paragraph four, unless specifically provided otherwise in this Agreement.

### **2. SCOPE OF WORK AND DIVISION OF DUTIES**

The Coordinator shall perform those duties set forth in the job description, attached hereto as Exhibit A and incorporated by this reference, or as same may be amended from time-to-time by mutual agreement of the Parties. The work of the Coordinator shall be devoted to County goals and objectives 2/5 of the time, and Town and MLR goals and objectives the remaining 3/5 of the time. The parties may have a mutual interest in certain goals and objectives, and it is understood that work on those mutual goals and objectives is considered part of the work devoted to each Party. MLR shall be responsible for ensuring the Coordinator’s time is allocated appropriately and in accordance with this paragraph and for ensuring the Coordinator’s work reflects the goals and objectives of each Party.

The Coordinator shall develop and annually revise a “List of Recreation Goals and Objectives” specific to each Party. Each Party’s list of goals and objectives will be developed through a process identified by that Party. At least once per year, during the performance evaluation process, the designated agency representatives will meet to review the individual lists and establish overall goals and objectives that include achievable projects of mutual interest as well as those that may be specific to one Party. The Parties will review the allocation of time regularly, not less than twice per year.

### **3. TERM**

The term of this Agreement shall be from September 19, 2018, to June 30, 2021 unless sooner terminated as provided below.

### **4. EMPLOYEE PAY AND BENEFITS**

All pay and benefits for the Coordinator position including, but not limited to, salary, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, travel, mileage or per diem costs, paid holidays or other paid leaves of absence of any type shall be the sole responsibility of MLR. The salary range for the Coordinator position shall be \$68,000 - \$83,300 annually. Benefits shall be those otherwise provided to employees of MLR. The position shall be at-will and structured by MLR as exempt from the payment of overtime pursuant to the Fair Labor Standards Act.

### **5. REIMBURSEMENT BY COUNTY AND TOWN**

As consideration for the services and work to be provided by MLR to the County pursuant to this Agreement, the County shall reimburse MLR two-fifths of its total costs to employ the Coordinator as set forth in paragraph four,

excluding travel, mileage, and per diem payments for work performed by the Coordinator at the request of and solely on behalf of the Town or MLR. The County shall reimburse MLR for any travel, mileage, or per diem costs incurred by the Coordinator at the request of and solely on behalf of the County. Invoicing and payment shall be as described in paragraph seven below.

As consideration for the services and work to be provided by MLR to the Town pursuant to this Agreement, the Town shall reimburse MLR three-fifths of its total costs to employ the Coordinator as set forth in paragraph four, excluding travel, mileage, and per diem payments for work performed by the Coordinator at the request of and solely on behalf of the County or MLR. The Town shall reimburse MLR for any travel, mileage, or per diem costs incurred by the Coordinator at the request of and solely on behalf of the Town. Invoicing and payment shall be as described in paragraph seven below.

MLR shall not be entitled to, nor receive from County or Town, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered to County or Town under this Agreement.

The cost of any necessary software, tools, or other goods shall be determined by the Party requiring the use of such software, tools, or other goods and shall be considered part of the total cost. The costs of associated legal review, or the cost of extra labor or equipment use are above and beyond the scope of this agreement and shall be considered separately by the Parties.

For the 2018-19 fiscal year, the County has budgetary authority to commit \$50,000 and the Town has budgetary authority to commit \$20,000 out of its General Fund and an additional \$70,000 out of Measure U funds for the purposes of funding the Coordinator position.

#### 6. EVALUATION AND SALARY INCREASES

Once per year that this Agreement is in effect, representatives of the Parties shall conduct an annual performance evaluation to evaluate the costs associated with the Coordinator position, and to evaluate the performance of the individual filling the position. As a part of this evaluation, the Town and the County shall evaluate the establishment of and the progress in achieving each Party's List of Recreation Goals and Objectives and determine whether those benefits are commensurate with the reimbursement provisions of this Agreement. If it is determined that the benefits are not commensurate with those provisions, then the Parties shall either modify the allocation of time/services of the Coordinator or, through amendment to this Agreement, modify the reimbursement provisions provided in paragraph five.

The County, Town, and MLR may mutually agree to adjust the salary or other benefits for the Coordinator based upon the results of the annual performance evaluation. Annual merit increases of up to five percent (5%) may be awarded and the annual salary is not to exceed the maximum amount established in the salary range. Any salary or other increase shall be subject to written approval by all Parties. The Coordinator shall not be entitled to increases as other MLR employees, unless agreed upon by the Parties.

#### 7. NO ADDITIONAL CONSIDERATION/FUNDING LIMITATION

The ability of the Town and County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified from one or more sources, the Town and County have the option to terminate, reduce, or modify this Agreement, or any of its terms, upon 15 days of notifying MLR of the termination, reduction, or modification of available funding. In the event available funding to only one Party fails, is reduced, or is modified, that Party may, upon 15 days written notice to the other Parties, withdraw from this Agreement. In such event, a remaining Party may terminate or modify this Agreement.

In the event the Parties, either individually or jointly, obtain additional funding for work projects related to this position (e.g., grants), that Party or Parties shall be entitled to retain an administrative fee as eligible under the

conditions of the funding. Sources of additional funding shall be obtained with consideration for the joint objectives and priorities established for the position by the Parties. Any additional funding obtained by Town or County shall be used to offset the cost committed by that individual Party. Any additional funding obtained by MLR shall be used to offset the costs committed by both the Town and County in the proportions described in paragraph five.

#### 8. BILLING AND PAYMENT

On or about the close of each Fiscal Quarter (April 1, July 1, October 1, and January 1) MLR shall prepare an invoice request for reimbursement and submit it to the Town and the County. The Town and County shall reimburse MLR within 30 days of receipt of the request.

#### 9. WORK SCHEDULE

As set forth in this Agreement, the Coordinator will spend, on an annual average, two out of five workdays per week performing duties directly relating to the County's List of Recreation Goals and Objectives and three out of five days performing duties directly relating to the Town's and MLR's List of Recreation Goals and Objectives. The assignment of workdays shall be mutually agreed upon by the designated representatives of the Parties, as identified in paragraph 22, or their designee. For auditing purposes, MLR shall keep a record of the work program and funding sources for specific projects and assignments.

#### 10. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Coordinator's default premise shall be the responsibility of MLR. Each Party shall provide such office space, supplies, equipment, vehicles, reference materials, and support services, as are necessary for the successful delivery of the work directed by that Party pursuant to this Agreement. IT support and other equipment such as a laptop and telephone shall be the responsibility of MLR and shall be considered part of the total cost of the position. MLR shall be responsible for planning the work of the Coordinator so that office space, supplies, equipment, vehicles, and other tools are utilized in the most efficient manner.

#### 11. PRODUCTS OF WORK AND SERVICES

Any work products generated (including but not limited to proprietary compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, agreements, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind), that are the result, product, or manifestation of services provided solely to the County under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Similarly, any work products generated pursuant to this Agreement, including but not limited to those described above, that are the result, product, or manifestation of services provided solely to the Town under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Town. To the extent work products are created as a result of work undertaken at the behest of, or for the benefit of, both the County and the Town, such work products are and shall remain the property of both the County and the Town and each of the County and the Town may make such use of the work products as they desire.

#### 12. STATUS OF TOWN AND COUNTY

All acts of MLR, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as agents, officers, or employees of Town or County. MLR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in Town or County, except as expressly provided by law or set forth in Exhibit A. No agent, officer, or employee of MLR is to be considered an employee of Town or County. It is understood by both MLR, Town, and

County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.

MLR shall determine the method, details, and means of performing the work and services to be provided to the County and the Town under this Agreement. MLR shall be responsible to County and Town only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subject to County's or Town's control with respect to the physical action or activities of MLR in fulfillment of this Agreement.

### 13. MUTUAL INDEMNIFICATION

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the Town and MLR, their officers, agents, and employees from and against any liabilities, damages, and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, and omissions of the County, its employees, or officers.

The Town agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County and MLR, their officers, agents, and employees, from any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, or omissions of the Town, its employees, or agents.

MLR agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County and Town, their officers, agents, and employees, from any liabilities, damages and costs (including reasonable attorneys' fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors, or omissions of MLR, its employees, or agents.

### 14. INSURANCE

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

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

General Liability. A policy of Comprehensive General Liability Insurance, which covers all the work and services to be performed by Coordinator under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death), and personal and advertising injury. Such policy shall provide limits of not less than one million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability. Each respective agency shall be responsible for providing Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities and shall be in an amount of not less

than \$1,000,000.00 combined limit for each occurrence for work assigned by and carried out on behalf of that agency.

- B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Coordinator under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this Agreement, MLR shall provide County and Town: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers, and employees made on ISO form CG 20 10 11 85 and applying to the Town of Mammoth Lakes, its agents, officers, and employees, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County and Town.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County and Town. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County and Town, their officials, officers, employees, and volunteers; or MLR shall provide evidence satisfactory to County and Town guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as additional insured and to Town as additional insured.

## 15. RECORDS AND AUDIT

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

Any authorized representative of the County or Town shall have access to any books, documents, papers, records, including, but not limited to, financial records of MLR, created by MLR in order to carry out this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by MLR. Further, the County and Town have the right, at reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

## 16. NONDISCRIMINATION

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

## 17. TERMINATION

Any Party may terminate this Agreement, with cause, upon 30 days written notice of such intent to terminate. Upon any such termination, MLR shall be reimbursed for any and all work and purchases made pursuant to this Agreement and not yet reimbursed, and/or shall refund the County and Town on a pro-rata basis any remaining balance from payments made by the County and Town.

## 18. ASSIGNMENT

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

## 19. CONFIDENTIALITY

The Parties to this Agreement agree to comply with various provisions of the federal, state, County and Town laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by the parties during the term of this Agreement, shall be privileged, restricted, or confidential. The Parties to this Agreement agree to keep confidential, all such privileged, restricted, or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by either Party to this Agreement only with the express written consent of the other Party to this Agreement unless disclosure is required by applicable law, including but not limited to, the California Public Records Act, as determined in the discretion of counsel representing the Party(ies) to which the record pertains.

## 20. SEVERABILITY

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

## 21. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any action to interpret or enforce this Agreement shall be in Mono County.

## 22. NOTICE AND PARTY REPRESENTATIVES

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any Party during the term of this Agreement, which the County or the Town shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective Parties' representatives as follows:

County of Mono:  
County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

Town of Mammoth Lakes:  
Town Manager  
PO Box 1609  
Mammoth Lakes, CA 93546

Mammoth Lakes Recreation:  
Executive Director



PO Box 8562  
Mammoth Lakes, CA 93546

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto. The Parties have been represented by legal counsel in the drafting of this Agreement, or have knowingly waived their right to such representation. Accordingly, the provisions of this Agreement shall not be construed for or against any Party by virtue of the identity of its drafter. This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS**  
**\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
**County of Mono**

\_\_\_\_\_  
**Mammoth Lakes Recreation**

\_\_\_\_\_  
**Town of Mammoth Lakes**

**EXHIBIT A**

**Position Description**



## **EASTERN SIERRA SUSTAINABLE RECREATION COORDINATOR**

Salary Range: (\$68,000 - \$83,300)

Exempt, At-Will

### **INTRODUCTION**

The position is an employee of Mammoth Lakes Recreation (MLR) but by contract between MLR, Mono County, and the Town of Mammoth Lakes, will also provide services on behalf of MLR to the County and the Town, as described below. While much of the work provided by this position will provide benefit to the region generally, specific projects or tasks may be assigned solely by MLR, the County, or the Town for the respective benefit of each. It is expected the position will spend an average of 2/5 of their time engaged in projects and work requested by the County and an average of 3/5 of their time engaged in projects requested by MLR and/or the Town. These ratios may also be satisfied through time spent on projects and work requested by all entities.

### **DEFINITION**

To coordinate engagement efforts between Mammoth Lakes Recreation, the Town of Mammoth Lakes, Mono County, and Federal Land Management Agencies (Inyo National Forest, Humboldt-Toiyabe National Forest, and Bureau of Land Management), and other agencies on short, medium, and long-term planning and implementation efforts involving public lands. To facilitate, expedite, and enable efficient and productive working relationships between federal, state, county, municipal, and other non-agency partners.

### **SUPERVISION RECEIVED AND EXERCISED**

Position reports directly to and receives general supervision from the Mammoth Lakes Recreation Executive Director or designee. Specific Mono-County work assignments to be directed and coordinated by the Mono County Administrative Officer, or designee and specific Town of Mammoth Lakes work assignments to be directed and coordinated by the Town Manager, or designee. Satisfactory work performance will be based in part on feedback from the County and the Town to MLR regarding the position's work performance.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Duties include, but are not limited to:

#### **General**

- Work with MLR, Town, County, USFS, and BLM staff, and elected officials (as appropriate) to identify areas of need related to land management and recreation.



## MAMMOTH LAKES RECREATION

- Coordinate inter-agency land management and recreation programs and projects with consideration for multiple agencies and partner's needs; identify and process agreements necessary for the coordination of such projects and programs.
- Facilitate the application, issuance, renewal, and updating of agreements, contracts, and special use permits including but not limited to, infrastructure permits; road permits; multi-use pathway permits; film and media permits; and other related infrastructure permits.
- Represent MLR, the Town of Mammoth Lakes, Mono County, USFS, and other partners at various public events and meetings related to trails and recreation; facilitate public outreach efforts; make public presentations as necessary.
- Participate in detailed trail planning, design, and construction.
- Assist with the management of third party environmental analysis where appropriate.
- Identify and pursue funding opportunities on behalf of all partners.

### Mono County

- Develop, coordinate, and facilitate the implementation of recreational priorities and long-term regional recreation strategies and initiatives for Mono County.
- Organize available labor resources such as volunteers and inmate workforces to assist with identified recreational priorities.
- Identify and pursue grant opportunities for related projects and programs.
- Compile existing work from Mono County's Community Development Department on wayfinding; coordinate and contribute to the regional wayfinding system.
- Coordinate available recreation resources, facility conditions, and projects with the marketing efforts of the Mono County Economic Development Department.
- Develop relevant interpretive materials and programs.

### QUALIFICATIONS

#### Knowledge of:

- USFS special uses permitting processes and procedures.
- Working knowledge and experience with contemporary technology such as GIS, GPS, and various other related software applications.
- Processes and procedures involved in trail planning, design, and construction.
- Complex recreation programs including but not limited to developed recreation; campgrounds, day-use sites; visitor information; dispersed recreation; OHV/OSV; trails; wilderness; ski areas; media and film permitting processes.
- Environmental review processes including NEPA and CEQA and other pertinent federal, state, and local laws, regulations, and policies.



## MAMMOTH LAKES RECREATION

- Principles of project management, planning, and implementation.
- Principles of grant writing and tracking.
- Occupational hazards and standard safety precautions.

### Ability to:

- Understand and carry out oral and written directions in accordance with established timelines.
- Work independently in the absence of supervision.
- React with good judgment in emergency situations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Travel between various work sites within the Eastern Sierra.
- Perform fieldwork requiring hiking over steep and rough terrain, OHV activities, and winter fieldwork including backcountry activities and OSV.

### Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Experience:

Three years of increasingly responsible experience in the facilitation and implementation of recreational infrastructure projects and programs is required. Experience working with federal agencies in the development and management of land-use permits is preferable.

#### Education

A Bachelor's degree from an accredited college or university with major coursework in Planning, Geography, Land-Use Management, or a related field is required.

#### Licenses:

Must have (or receive within state required time frame) a valid State of California Class C Driver's License with an acceptable driving record and pass an appropriate background check prior to the hire date.

### **TOOLS AND EQUIPMENT USED**

Use of standard office equipment including a personal computer, phone, copy and fax machine, and various graphic design tools. Use of a motor vehicle and a variety of hand tools used in trail construction



and maintenance. Occasional use of power equipment and small pieces of motorized equipment may be used for related trail work.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk, hear, sit, stand, use hands to finger, handle, feel and operate objects, tools and controls, and reach with hands and arms. The employee must frequently lift and/or move up to 40 pounds and occasionally lift and/or move up to 75 pounds. Ability to spend extended periods of time hiking in various terrain is required. Hand-eye coordination is necessary to operate computers, various pieces of office equipment, and trail maintenance and construction tools. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Ability to work at altitude in an outdoor setting is required.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed both within an office setting and outside in various weather conditions, which may include extreme cold, windy, wet, and wintery conditions. The employee is occasionally exposed to wet and/or humid conditions or airborne particles including dust and pollen and similar particulates. Employee will frequently be exposed to risks associated with rugged topography and adverse weather conditions. The noise level in the work environment is usually quiet in the office to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 18, 2018

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Agreement and First Amendment to  
Design-Build Contract with  
Roebbelen Contracting

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed Agreement and First Amendment to Agreement between the County of Mono and Roebbelen Contracting for Design-Build Services, relating to the Civic Center project in Mammoth Lakes. The proposed amendments include minor adjustments to insurance language.

**RECOMMENDED ACTION:**

Approve County entry into proposed Amendment and authorize Chair to execute said Amendment on behalf of the County.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5415 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">First Amendment</a>

**History**

Time	Who	Approval
9/13/2018 4:53 PM	County Administrative Office	Yes
9/13/2018 5:01 PM	County Counsel	Yes

9/13/2018 3:18 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

**Date:** September 18, 2018  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Assistant CAO

**Subject:**

Proposed Amendment to the Civic Center Design-Build contract with Roebbelen Contracting, making minor adjustments to language relating to insurance.

**Recommended Action:** Approve County entry into proposed Amendment and authorize Chair to execute said Amendment on behalf of the County.

**Fiscal Impact:** None.

**Discussion:**

Following Board approval of the Civic Center Design-Build contract and receipt of the Certificates of Insurance for the contract, it was identified that minor adjustments to the contract itself were necessary to effectuate the full scope of insurance. This Amendment makes the necessary adjustments.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Tony Dublino  
Assistant CAO

**AGREEMENT AND FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN THE COUNTY OF MONO  
AND ROEBBELEN CONTRACTING, INC. FOR THE PROVISION  
OF DESIGN-BUILD SERVICES**

This Agreement and First Amendment is entered into September 18, 2018, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Roebbelen Contracting, Inc. of El Dorado Hills, California (hereinafter, "Design-Builder"), for the purposes of amending the Design-Build Contract Between County and Design-Builder (the "Agreement") for the design and construction of a South County Civic Center in Mammoth Lakes (the "Project"). This Agreement and First Amendment modifies the General Conditions for the Project, which are among the Contract Documents referenced in and incorporated into the Agreement. The County and Design-Builder are sometimes referred to herein collectively as "the Parties."

**NOW, THEREFORE**, the Parties agree as follows:

1. The following language is added to section 11.1.1 of the General Conditions:

"The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Design-Builder, its employees, agents, and subcontractors."

2. The first sentence of section 11.6 is amended to read as follows (change shown in underline):

"All insurance and the coverage thereunder required to be obtained and maintained by Design-Builder hereunder, if overlapping with any policy of insurance maintained by the County, shall be deemed and endorsed to be primary and non-contributing with any policy maintained by the County and any policy or coverage thereunder maintained by County shall be deemed excess insurance."

3. The first sentence of section 11.4.1 is amended to read as follows (change shown in underline):

"Prior to commencement of the Work, Design-Builder shall deliver to the County Certificates of insurance and required endorsements evidencing the insurance coverage required by the Contract Documents."

4. All other terms and conditions of the Agreement and/or the General Conditions, which are attached thereto and incorporated by reference, not expressly amended herein shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**ROEBBELEN CONTRACTING, INC.:**

\_\_\_\_\_  
Bob Gardner, Chair

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Counsel

Approved by Risk Management:

\_\_\_\_\_  
Jay Sloane, Risk Manager



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 18, 2018

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Appointment to County Service Area  
1 Board of Directors

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The County Service Area #1 (CSA1) Board of Directors recommends the appointment of Carlene Millan to its Board effective July 1, 2018, for a term expiring November 30, 2020. The appointment fills a vacancy created by the resignation of Kimberly McCarthy. There have been no other parties interested to fill the position.

**RECOMMENDED ACTION:**

Consider appointing Carlene Millan to the CSA1 Board.

**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
<a href="#">Staff Report</a>
<a href="#">Application</a>

**History**

Time	Who	Approval
9/13/2018 6:06 PM	County Administrative Office	Yes
9/13/2018 5:04 PM	County Counsel	Yes

9/12/2018 4:17 PM

Finance

Yes



Jennifer Halferty ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

**September 18, 2018**

To: Mono County Board of Supervisors

From: Scheereen Dedman, Senior Deputy Clerk

Subject: County Service Area #1 (CSA1) Board Appointment

### **Recommendation**

Consider appointing Carlene Millan to the CSA1 Board.

### **Fiscal Impact**

None.

### **Discussion**

The CSA1 Board of Directors recommends the appointment of Carlene Millan to its Board effective July 1, 2018, for a term expiring November 30, 2020. The appointment will be filling a vacancy created by the resignation of Kimberly McCarthy. There have been no other parties interested to fill the position.

**MONO COUNTY  
APPLICATION FOR APPOINTMENT  
TO BOARDS/COMMISSIONS/COMMITTEES**

DATE	9.7.18
NAME	R Carlene Millan
POSITION APPLIED FOR:	
CSAI Board	

RESIDENCE ADDRESS	33 Sierra Springs Dr Crowley Lake CA 93546
PHONE	760.937.5108
BUSINESS / MAILING ADDRESS	
PHONE	
OCCUPATION	Perioperative Materials Specialist/Buyer Mammoth Hospital

How did you learn of the opening? From Deb Preschutti

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: I have certificate from UC Davis Master Garden Program

Other information may be submitted by resume if desired.

Summary of background and skills: I have lived at current address for 11 years and in Crowley Lake for total of 20 years. I have one daughter and 3 grandchildren living in Mammoth. I have knowledge of plants, weeds, garden design, irrigation and tree, shrub pruning

Professional experience: I only have given advice  
about gardening to neighbors and friends

Education: High School Graduate, AAA Degree in  
Dental Assisting

Professional and/or community organizations: Volunteer Long Valley  
Fire Department for 20 years

Personal interests and hobbies: Gardening

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to:

Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

R Carlene Millan  
Signature

9-7-18  
Date





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Out-of-State Travel Authorization for  
White House Conference with  
California Local Leaders

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Out-of-State travel request for one or more Supervisors to attend the White House Conference with California Local Leaders, October 23, 2018, in Washington D.C.

### RECOMMENDED ACTION:

Discuss and consider approving out-of-State travel for one or more Supervisors to attend the White House Conference with California Local Leaders, October 23, 2018, in Washington D.C.

### FISCAL IMPACT:

Up to \$1000 per person for hotel stay and air travel.

**CONTACT NAME:** Scheereen Dedman

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Conference Invitation](#)

### History

Time	Who	Approval
9/13/2018 6:33 PM	County Administrative Office	Yes
9/13/2018 5:14 PM	County Counsel	Yes

9/13/2018 3:26 PM

Finance

Yes



*The White House Office of Intergovernmental Affairs invites you to the*

## **White House Conference with California Local Leaders**

*for remarks and discussion with key administration officials and policymakers on pertinent issues impacting the State of California*

**Tuesday, October 23, 2018**

**10:30 AM ET– White House Tour**

**1:00 – 4:00 PM ET– White House Conference**

If you are able to attend, **please submit your information in the secure form by 1:00 PM on Tuesday, October 16.** The secure form can be accessed via the link provided below. Note that this invitation is non-transferrable.

**Conference and Tour Registration Link: [Click here](#)**

It is essential that all information is submitted accurately. The information you submit must exactly match what is listed on your government issued identification that you will be required to present to Secret Service before entry onto White House grounds.

**A list of frequently asked questions is outlined below. Please consult this list before reaching out to White House Office of Intergovernmental Affairs staff.**

Should you have additional questions, please contact Rona De Graaf with White House Intergovernmental Affairs at 202-456-3282. More information, including

arrival instructions (i.e. address and times) and the itinerary, will be forthcoming.  
**Pertinent event updates will be sent to the email address you register with.**

Sincerely,

William F. Crozer  
Deputy Director  
White House Office of Intergovernmental Affairs

Britt S. Carter  
Associate Director

Zachery T. Michael  
Associate Director

### **Frequently Asked Questions**

**Why am I receiving this invitation? Who is inviting me?** The White House Office of Intergovernmental Affairs serves as the primary liaison between the White House and state, county, local, and tribal governments. The office focuses on building and maintaining relationships with state and local officials. Part of this process includes welcoming the country's state and local leaders to the White House for events, such as this one. Should you have any questions about this event, please contact White House Intergovernmental Affairs.

**What information do I need to submit in order to attend?** The registration link will outline the information you are required to submit in order to register to attend. Please do not fill out this information if you cannot attend. The information you submit must exactly match that of your government issued identification that you will be required to present to Secret Service before entering White House grounds.

**What are the breakout sessions? How do I register?** The breakout discussion sessions will follow briefings from cabinet and administration officials. Three sessions are tentatively planned on pertinent issues impacting cities and localities with the option to attend two of the three. More information will be forthcoming following formal registration for the event.

**How do I know if I successfully registered?** Once you click on the registration link, fill out all required information, and submit it, you will receive a confirmation message to the email address you provided. Please make sure to check your spam/junk email folder if you do not receive this confirmation.

**What if the link does not work?** If the registration link provided does not work or will not properly load, try using a different browser. If you are still unable to register, please contact White House Office of Intergovernmental Affairs staff.

**Can I bring a guest?** No. While we typically welcome participants in our events to bring a guest, this event is unique to mayors. Not only will it include briefings with key administration officials, there will also be breakout sessions and discussion on key issues impacting cities and localities.

**Is this invitation transferable?** No, this invitation is non-transferable.

**What items are permissible/non-permissible?** Permissible items that you can bring with you differs by event. For the White House tour, Secret Service **will not** permit you to bring purses/bags/briefcases, iPads, or portfolios. **Storage is not available if you bring these items.** You **can** bring a cell phone, wallet, etc. If you do not plan to attend the White House tour before the conference, you are allowed to bring a purse/bag/briefcase, etc.

**Is lodging and/or transportation provided?** No, registered attendees are responsible for their own accommodations, meals, and transportation to Washington, D.C. and throughout the duration of their visit. Due to federal regulations, we are **unable** to provide you with recommendations for travel and accommodations. Bottled water will be provided during the conference portion of the event. **Lunch is not provided.**

**Where do I go?** All events will take place on the White House complex. We will provide further information ahead of the event date.

**How do I get around Washington, D.C.?** For travel and transportation in Washington, D.C., taxis and ride sharing services are readily available. The metro is also a convenient way to travel. The closest metro stops are Federal Triangle and Farragut West. More information on the metro, including travel times and maps, can be found by clicking [here](#).

**What media is permissible?** You are permitted to take photos during the White House Tour as well as the conference. Videos are not permitted.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Letter regarding the Yosemite Area  
Transit System (YARTS) funding  
request

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A letter from the Board of Supervisors asking the National Park Service to approve the YARTS request for additional funding in order to expand service in Mono County.

### RECOMMENDED ACTION:

Approve and authorize the Chair to sign proposed letter.

### FISCAL IMPACT:

**CONTACT NAME:** Scheereen Dedman

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Letter](#)

#### History

Time	Who	Approval
9/14/2018 9:28 AM	County Administrative Office	Yes
9/14/2018 10:40 AM	County Counsel	Yes
9/14/2018 9:55 AM	Finance	Yes



Jennifer Halferty ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

September 18, 2018

Jim Donovan  
Strategic Planning Division / Yosemite National Park  
P.O. Box 700-W  
El Portal, CA 95318

Dear Mr. Donovan,

Yosemite Area Regional Transportation System (YARTS) is seeking additional funding through its Cooperative Agreement with the National Park Service for expanded service to Mono County via Highways 120 and 395. Mono County fully supports the request being proposed by YARTS, and respectfully asks that you approve this request.

As you are aware, the levels of recreational visitors to Yosemite have put additional stresses on park management to reduce traffic congestion, ensure the safety of visitors, and protect natural resources while ensuring that a positive visitor experience is maintained.

Since 2000, YARTS has provided alternate transportation to Yosemite National Park and has been vital in encouraging visitors to use public transportation when traveling in the region. We believe that YARTS offers a safe, convenient and economical solution to visitors who want to enjoy one of our nation's greatest treasures.

By offering expanded service to Yosemite National Park from Mono County during the busy summer and fall season, YARTS raises public awareness of alternate transportation while helping to reduce the additional traffic congestion, and mitigate environmental impacts caused by increased park visitation.

Please feel free to contact me or Leslie Chapman, Mono County CAO, if you have additional questions or if we can be of further support to YARTS' funding request.

Sincerely,

Bob Gardner  
Chair, Mono County Board of Supervisors



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 18, 2018

**Departments:** Garrett Higerd

**TIME REQUIRED**

**SUBJECT** Update on SB 1: The Road Repair and Accountability Act and Proposition 6 Repeal Effort

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

In 2017 the State Legislatures passed SB 1: The Road Repair and Accountability Act which created a sustainable funding source for local agencies, including Mono County, to begin addressing deferred road maintenance. If Proposition 6 passes, one of the effects would be that SB 1 would be repealed, which would halt implementation of road maintenance projects in Mono County's 5-Year Road Capital Improvement Program.

**RECOMMENDED ACTION:**

Approve Resolution R18-\_\_\_, opposing Proposition 6 (Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative) which would repeal SB 1.

**FISCAL IMPACT:**

Revenues from SB 1 for 2018-2019 is estimated at \$1,761,966. Revenues from SB 1 over the next ten years is estimated at \$27.5 million. If Proposition 6 passes, resulting in SB 1 being repealed, this funding will not be received.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760-924-1802 / ghigerd@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">staff report</a>
<input type="checkbox"/> <a href="#">resolution</a>
<input type="checkbox"/> <a href="#">educational attachments</a>

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/14/2018 2:08 PM	County Administrative Office	Yes
9/14/2018 10:59 AM	County Counsel	Yes
9/14/2018 11:20 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: September 18, 2018  
To: Honorable Chair and Members of the Board of Supervisors  
From: Garrett Higerd, County Engineer  
Re: Update on SB 1: The Road Repair and Accountability Act and Proposition 6 Repeal Effort

### **Recommended Action:**

Approve Resolution R18-\_\_ opposing Proposition 6 and SB 1 repeal.

### **Fiscal Impact:**

Revenues from SB 1 for 2018-2019 is estimated at \$1,761,966. Revenues from SB 1 over the next ten years is estimated at \$27.5 million. If Proposition 6 passes, resulting in SB 1 being repealed, this funding will not be received.

### **Background:**

In 2017 the State Legislatures passed SB 1: The Road Repair and Accountability Act which created a sustainable funding source for local agencies, including Mono County, to begin addressing deferred road maintenance. If Proposition 6 passes, one of the effects would be that SB 1 would be repealed, which would halt implementation of road maintenance projects in the 5-Year Road Capital Improvement Program. For more information and analysis of the impacts of Proposition 6 please see the attachments including a resolution opposing Proposition 6 attached for consideration.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions.

Respectfully submitted,

Garrett Higerd, PE  
County Engineer

### Attachments:

- Resolution R18-\_\_ Opposing Proposition 6
- Proposition 6 (SB 1 Repeal Initiative) – Information Update
- Proposition 6: Voter Approval for Increases in Gas and Car Tax (SB 1 Repeal) County Educational Tool Kit Analysis
- Proposition 6: Voter Approval for Increases in Gas and Car Tax (SB 1 Repeal) County Educational Tool Talking Points
- The Why and How SB 1 Funds Are Guaranteed for Transportation *A Brief History on Constitutional Protections for Transportation Funding*
- Prop 6 Fact of the Week: CA Gas Taxes DO Fund Roads & Bridges



R18-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS OPPOSING PROPOSITION 6**

**WHEREAS**, the State Legislature in 2017 passed the gas tax/vehicle registration fee increase/the electric vehicle charge for road maintenance bill, otherwise known as SB 1, to fund local and state highway infrastructure improvement projects; and

**WHEREAS**, Proposition 6 would repeal SB 1 and inhibit the State's future ability to increase gas taxes to fund infrastructure improvement projects; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating at an increasing rate; and

**WHEREAS**, California has more than 1,600 bridges and overpasses that are structurally deficient and unsafe and 89% of counties have roads that are in 'poor' or 'at-risk' condition; and

**WHEREAS**, according to the National Highway Traffic Safety Association, there were more than 3,600 fatalities on California roads in 2016, with poor road conditions as a major factor in vehicle collisions and accidents; and

**WHEREAS**, Prop 6 would eliminate more than \$52 billion over the next 10 years in existing transportation funding, including the \$15 billion in direct apportionments, and \$11 billion in available competitive grant funding, to cities and counties statewide; and

**WHEREAS**, Prop 6 would stop funding for more than 6,500 transportation improvement projects currently underway or planned in every California community; and

1  
2       **WHEREAS**, Prop 6 would jeopardize public safety by eliminating thousands of projects to  
3 fix unsafe bridges and overpasses, repair crumbling and unsafe roads, and enhance pedestrian  
4 safety; and

5       **WHEREAS**, Prop 6 would raid approximately \$1.7 million dedicated to Mono County in  
6 fiscal year 2018-19 that would fund the following projects:

Description	Location	Estimated Useful Life	Anticipated Year of Construction
County-wide Fog Seal and Stripe - Phase 2	Roads not included in Phase 1 - Rock Creek Road, Convict Lake Road, etc.	5 years	2019
Mono City Slurry Seal & Dig-outs	Mono City	5 years	2019
Benton Crossing Road Slurry Seal - Phase 1	Benton Crossing Road	5 years	2019
South Landing Road Overlay	Crowley Lake	10 years	2019
Hackney Drive/Shop Road Rehabilitation	Walker	25 years	2019

15       **WHEREAS**, Prop 6 would eliminate approximately \$27.5 million dedicated to Mono  
16 County and \$2.5 million dedicated to the Town of Mammoth Lakes over the next 10 years, and  
17 halt critical investments in future transportation improvement projects in our community; and

18  
19       **WHEREAS**, voters overwhelmingly passed Prop 69 in June thereby ensuring transportation  
20 funds can only be used for transportation purposes and the State and local governments are  
21 accountable to taxpayers; and

22       **WHEREAS**, Prop 6 would eliminate transportation revenues that are accountable to  
23 taxpayers, can't be diverted or borrowed, and that voters overwhelmingly dedicated to fixing our  
24 roads; and

25       **WHEREAS**, Prop 6 would eliminate valuable local funding to Town of Mammoth Lakes  
26 and Mono County to implement the State's climate change policies, electric-vehicle charging  
27 stations, and additional transit revenue.

28       **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF  
29 MONO FINDS, RESOLVES and ATTESTS** that:

- 30       1.       The County of Mono hereby opposes Prop 6 on the November 2018 ballot; and  
31  
32





® August 2, 2018

1100 K Street  
Suite 101  
Sacramento  
California  
95814

Telephone  
916.327.7500

Facsimile  
916.441.5507

To: CSAC Executive Committee

From: Kiana Valentine, CSAC Senior Legislative Representative  
Chris Lee, CSAC Associate Legislative Representative

Re: **Proposition 6 (SB 1 Repeal Initiative) – Informational Update**

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**Background.** The effort to repeal SB 1 – the Road Repair and Accountability Act of 2017 – officially qualified for the November 2018 General Election as Proposition 6. CSAC continues to play a critical role in the campaign against Prop 6 given the significant negative impacts the initiative would have on the ability of counties to repair and maintain in a safe condition local streets, roads, bridges and other critical local transportation infrastructure. Counties and cities have already identified more than 6,500 local projects to be funded by SB 1 immediately and in the near-term. Should Prop 6 be successful, counties report that they will have to cancel contracts, delay projects (some indefinitely), lay off staff, etc.

While counties can take official positions on ballot initiatives, county supervisors and county employees cannot use public resources to engage in advocacy related to ballot campaigns. Counties can however, educate their constituents about the impacts propositions would have on the county and their community, despite whether they have taken a position on a ballot initiative. In fact, counties have a responsibility to inform the electorate of potential impacts of ballot measures on county functions, programs, and services. The line between education and advocacy can be difficult to differentiate at times so CSAC staff encourages counties refer to helpful resources such as the [Institute for Local Government's papers and primers on ballot measure activities](#). Staff also highly recommends, especially when there is ever any doubt about a particular activity or communication, to consult with county counsel. Lastly, CSAC conducted a webinar about the do's and don'ts for public agencies and employees and a [recording of the webinar](#) is available for counties to watch and consult.

CSAC staff has developed a number of resources to assist counties with education activities at the local level regarding the impacts Prop 6 would have on each jurisdiction. Specifically, the local toolkit on [CSAC's SB 1 webpage](#) includes suggested talking points, sample press releases, op-eds, social media posts, and more. Of particular note are the frequently asked questions staff put together. There is a lot of confusion among the electorate and misinformation being pushed by the proponents of Prop 6 so staff compiled some facts and data to help you educate the public about SB 1, transportation funding generally, and Prop 6.

Lastly, staff wanted to acknowledge that Prop 69 – the constitutional protection measure that accompanied the passage of SB 1 – was overwhelmingly approved by voters in June 2018 (81.3 percent). Prop 69 ensures that the revenues from SB 1 that were not already protected by the constitution

(primarily the transportation improvement fee) are guaranteed for transportation purposes. With the passage of Prop 69, transportation funds cannot be used for non-transportation purposes, nor can they be borrowed or taken permanently, even under a fiscal emergency.

**Action Requested.** Action by the Executive Committee is not required at this time. However, CSAC staff does recommend that individual counties take an oppose position on Prop 6 and use the local toolkit to educate the public about the impacts Prop 6 would have on their community. Staff has developed the attached sample resolution for counties to use for this purpose.

**Staff Contact.** Please contact Kiana Valentine ([kvalentine@counties.org](mailto:kvalentine@counties.org) or 916-650-8185) for additional information.



**Proposition 6: Voter Approval for Increases in Gas and Car Tax (SB 1 Repeal)**  
**County Educational Tool Kit**

**Analysis**

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**Background.** Proposition 6 is a constitutional amendment ballot initiative that has qualified for the November 2018 General Election. Prop 6 requires that the statewide electorate approve any gas, diesel, or vehicle related tax or fee increase. Since the initiative has a retroactive effective date of January 1, 2017, it would repeal the revenue increases included in [SB 1 – the Road Repair and Accountability Act of 2017](#) and potentially negatively impact other long-standing transportation funds.

SB 1 will provide approximately \$5 billion annually in revenue for local streets and roads, state highways, and public transportation through the imposition of increased fuel and diesel taxes and a new transportation improvement fee and zero emissions vehicle fee. From these revenue sources, at full implementation (the various taxes and fees are phased in over a number of years), approximately \$1.5 billion per year in new funding will be allocated by formula for county roads and city streets. Counties and cities have been receiving monthly apportionments since January 2018 and have already identified over 6,500 projects for funding on the local street and road system.

*Section 3.5 of Article XIII A of the California Constitution is added to read:*

*Sec. 3.5(a) Notwithstanding any other provision of law, the Legislature shall not impose, increase or extend any tax, as defined in section 3, on the sale, storage, use or consumption of motor vehicle gasoline or diesel fuel, or on the privilege of a resident of California to operate on the public highways a vehicle, or trailer coach, unless and until that proposed tax is submitted to the electorate and approved by a majority vote. (b) This section does not apply to taxes on motor vehicle gasoline or diesel fuel, or on the privilege of operating a vehicle or trailer coach at the rates that were in effect on January 1, 2017. Any increase in the rate of such taxes imposed after January 1, 2017 shall cease to be imposed unless and until approved by the electorate as required by this section.*

While the main thrust of Prop 6 is to repeal SB 1's revenue increases, the initiative would have additional consequences. CSAC staff has prepared the following analysis of potential implications so counties can understand how Prop 6 would impact the ability to repair and maintain a safe, seamless, and efficient county road network, which is a vital part of California's statewide multi-modal transportation system, as well as other negative consequences for county and state programs and services.

**Policy Considerations.** By far, the largest and most negative impact of Prop 6 is its impact on funding for thousands of transportation projects across the state, including related negative impacts to construction jobs and the broader economy. However, Prop 6 also ties the hands of future Legislatures and Governors to develop appropriate policy solutions outside of transportation, including potential direct impacts to public safety.



- I. **Transportation Impacts.** Prop 6 would eliminate annual funding to counties and cities – approximately \$1.1 billion in FY 2018-19<sup>1</sup>. Over ten years, Prop 6 would eliminate approximately \$15 billion in direct subventions to counties and cities, as well as over \$5 billion in competitive grant and matching programs funded by SB 1, and to which cities and counties can apply for awards.

Moreover, an initial legal analysis of Prop 6 also suggests that the initiative could impact other long-standing transportation revenues counties rely on. Specifically, Prop 6 potentially resets the price-based excise tax rate to its historic low rate of 9.8-cents. This means a permanent reduction in revenues that counties, cities and the state have received since 2003. A price-based excise tax rate of 9.8-cents would mean a loss of \$285 million for transportation programs over the current FY 2018-19 projections and \$1.125 billion over FY 2019-20 projections. These direct impacts would have the following consequences for counties and the Californians they serve:

- **Stop transportation improvement projects already underway in every community.** Prop 6 would eliminate funds already flowing to every community to fix potholes, make safety improvements, ease traffic congestion, upgrade bridges, and improve public transportation.
- **Jeopardize public safety.** Cracked, potholed roads in poor condition pose a major safety threat to California drivers. Currently, 89% of counties have roads that are in poor or at-risk condition and 25% of our bridges show significant deterioration. Prop 6 will cut funding currently dedicated to fixing roads and upgrading intersections, freeways, bridges, tunnels and overpasses to make them safer.
- **Make traffic congestion worse.** Our freeways and major thoroughfares are among the most congested in the nation, and Californians spend too much time stuck in traffic away from family and work. Prop 6 would stop projects that will reduce traffic congestion – including those in the following programs: [Solutions for Congested Corridors](#), [Local Partnership Program](#), [Trade Corridor Enhancement](#), and investments in [Transit and Intercity Rail](#).
- **Cost drivers and taxpayers more money in the long-run.** The average driver spends \$739 per year on front end alignments, body damage, shocks, tires and other repairs

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<sup>1</sup> If successful, Prop 6 would take effect on December 19. Funds collected from November 1, 2017 to December 18, 2018 would not be impacted. Counties, cities, the state would not have to return the revenues collected prior to (potential) passage of Prop 6. Direct subventions from SB 1 revenue streams are apportioned to counties approximately 60-days after collection. As such, counties can reasonably anticipate apportionments through February 2019 should Prop 6 be successful.

because of bad roads and bridges. Additionally, it costs as much as fourteen times more to fix a road than to maintain it<sup>2</sup>. By delaying or stopping projects, Prop 6 will cost motorists more money in the long run.

- **Jobs and the Economy.** Prop 6 would hurt job creation and our economy. Reliable transportation infrastructure is critical to get Californians to work, move goods and services to the market, and support our economy. Prop 6 would eliminate more than 680,000 good-paying jobs and nearly \$183 billion in economic growth that will be created fixing our roads over the next decade<sup>3</sup>.
- II. **Potential Impacts to Public Safety.** Prop 6 would apply to vehicle license fees (VLF) and registration fees in addition to gasoline and diesel excise and sales taxes. VLF revenues don't fund transportation and are largely used to support public safety and health and human service programs. Registration fees support the California Highway Patrol and Department of Motor Vehicles. To the extent that the Legislature and Governor may need to increase revenue for public safety purposes in the future, this measure ties their hands and makes it much harder, if not impossible to address public safety program funding needs.
- III. **Ties the Hands of Future Legislatures and Governors to Address Technological Advancements.** SB 1 relies on gasoline excise taxes to generate a significant portion of funding for transportation projects. However, gas taxes are a declining revenue stream given increases in fuel efficiency and alternative fuels. The State is already working to identify a revenue-neutral replacement revenue stream to the gas tax and this initiative would impact the ability of the State Legislature and Governor to identify a proper replacement. Moreover, as electric vehicles become an increasing portion of the fleet, the Legislature and Governor would face this additional threshold to ensure electric vehicle owners pay their fair share for use of statewide transportation infrastructure.
- IV. **Transportation Now, What Tomorrow?** Prop 6 sets a dangerous precedent. Transportation is in the crosshairs today, but what policy area is next? Prop 6 has less to do with the gas tax than with political maneuvering by California Republicans in Congress, the State Legislature and in the race for Governor who are trying to turn-out their base in the mid-term election (see [LA Times article](#)).

**What Can Counties Do?** CSAC encourages counties to consider taking an official position in opposition to Prop 6. While Boards of Supervisors can take official positions on ballot initiatives, county supervisors and county employees cannot use public resources to engage in advocacy related to ballot

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<sup>2</sup> 2016 California Statewide Local Streets and Roads Needs Assessment Report: <http://www.savecaliforniastreet.org/wp-content/uploads/2016/10/2016-CA-Statewide-Local-Streets-and-Roads-Needs-Assessment-Final-Report.pdf>.

<sup>3</sup> The Economic Impacts of Senate Bill 1 on California: [https://www.artba.org/wp-content/uploads/2018/02/ARTBA\\_California\\_Report\\_Feb\\_2018.pdf](https://www.artba.org/wp-content/uploads/2018/02/ARTBA_California_Report_Feb_2018.pdf).

campaigns. Counties can however, educate their constituents about the impacts propositions would have on the county and their community, despite whether they have taken a position on a ballot initiative. In fact, counties are well-placed to provide information on the impacts of ballot measures in their local communities.

The line between education and advocacy can be difficult to differentiate at times so CSAC staff encourages counties refer to helpful resources such as the [Institute for Local Government's papers and primers on ballot measure activities](#). Staff also highly recommends, especially when there is any doubt about a particular activity or communication, to consult with county counsel. Lastly, CSAC conducted a webinar about the do's and don'ts for public agencies and employees and a [recording of the webinar](#) is available for counties to watch and consult.

CSAC staff has developed a number of resources to assist counties in educating local communities about the impacts Prop 6 would have on each jurisdiction. Specifically, the local toolkit on [CSAC's SB 1 webpage](#) includes suggested talking points, sample press releases, social media posts, and more. Of particular note are the frequently asked questions staff put together. There is a lot of confusion among the electorate and misinformation being pushed by the proponents of Prop 6 so staff compiled some facts and data to help you educate the public about SB 1, transportation funding generally, and Prop 6.

**Staff Contact.** Please contact Kiana Valentine, CSAC Senior Legislative Representative, ([kvalentine@counties.org](mailto:kvalentine@counties.org) or 916-650-8185) for additional information.



**Proposition 6: Voter Approval for Increases in Gas and Car Tax (SB 1 Repeal)**  
**County Educational Tool Kit**  
**Talking Points**

---

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### LOCAL STREETS AND ROADS FUNDING AND LOCAL PROJECTS

- **Prop 6 will cut over \$5 billion annually in existing funding for state and local transportation improvements, including the over 6,500 projects already identified for funding in every single community in the state.**
- **Prop 6 will eliminate existing funding for cities and counties (approximately \$1.5 billion annually at full implementation)** that pays for critical projects to rehabilitate, repair, and maintain local streets and roads, make critical, life-saving safety improvements, repair and replace aging bridges and culverts, reduce congestion and increase mobility options including bicycle and pedestrian facilities.
  - **Describe the projects made possible in your **city/county** because of this funding (SB 1 Road Maintenance and Rehabilitation Account (RMRA) apportionments). Be specific about the streets that are being fixed, bridges repaired, how many potholes are being filled, upgraded sidewalks and bike lanes, etc. Explain that if Prop 6 passes, these specific local projects will be delayed or canceled all together.**
  - **In **city/county**, Prop 6 will eliminate \$XXX in transportation funds over 10 years.**
  - **Describe other impacts in your **city/county** should Prop 6 pass.**
- **Prop 6 will set California back, set **city/county** back**, and leave our state with crumbling roads and dangerous maintenance concerns. Eventually, we'll all face even higher costs to fix our transportation infrastructure in the future.
  - For example, list examples of projects that has been on the back burner due to lack of funding but are now scheduled to move forward due to SB 1. What projects are on the chopping block if Prop 6 passes?
- **Proposition 6 will stop transportation improvement projects already underway in every community.** This measure would eliminate funds already flowing to every community to fix potholes, make safety improvements, ease traffic congestion, upgrade bridges, and improve public transportation. Prop 6 would eliminate funding for more than 6,500 local transportation improvement projects are already underway across the state thanks to the funding authorized by SB 1.
- **City/county** has already identified two years' worth of projects that will benefit from these revenues and many of these projects are underway or are slated to begin work. Prop 6 will stop these road and bridge improvement projects in their tracks, leaving California's infrastructure less safe and more congested.

- Again, describe the projects on that list. You can highlight two or three of the most well-known projects. Explain what specific local projects will lose their funding if Prop 6 passes.
- Prop 6 would eliminate existing funding that includes **strict accountability and transparency measures**.
  - Cities and counties must publicly adopt project lists each year and provide year-end reporting on all expenditures in order to be eligible for these transportation funds.
  - At the state level, Caltrans is already working to identify \$100 million in efficiencies.
  - The Office of Inspector General is also actively working on additional transparency and accountability measures to ensure all existing transportation dollars are being spent efficiently and effectively.
- **These funds are dedicated only to transportation and are protected by the State Constitution.** The money cannot be diverted for non-transportation purposes. While the state has taken transportation loans in the past during fiscal emergencies (all loans will be repaid by the General Fund by 2020), these revenues can no longer be borrowed, even temporarily. In fact, voters passed a statewide ballot proposition in June 2018 (Prop 69) to solidify these transportation revenue protections into our state constitution.

## **SAFETY IMPACTS**

- California has more than 1,600 bridges and overpasses that are structurally deficient and 89% of counties have roads that are in “poor” or “at-risk” condition.
- According to the National Highway Traffic Safety Administration, there were more than 3,600 fatalities on California roads in 2016. Poor road conditions play a major factor in vehicle collisions and accidents.

## **ECONOMIC AND JOBS IMPACTS**

- **Prop 6 will cost drivers and taxpayers more money in the long-run.** Californians pay on average \$762 per year in additional vehicle repair costs because of the poor condition of our roads. A recent economic study from the [American Road and Transportation Builders of America](#) found that investing the approximately \$5 billion annually that is the subject of Prop 6 actually reduces the cost of driving for motorists – by \$300 per household. **If Prop 6 passes, California drivers will continue to pay the cost of our neglected roads.**
- **Prop 6 will eliminate more than \$50 billion in existing transportation funding over the next decade** that will be used to make safety improvements and maintain state highways, local

streets and roads, and bridges, address congestion, and improve and increase transit service and access for pedestrians and bicyclists.

- **If Prop 6 succeeds, our roads and bridges will continue to deteriorate and be even more costly to repair down the line.** California's roadways wear significantly due to high traffic, lots of heavy freight, weather, and aging, so our focus is on maintenance and rehabilitation to provide Californians with a transportation system that is safe, sustainable and efficient. It is 8 times more expensive to fix a road than it is to maintain it.
- **Prop 6 will eliminate** competitive funding for congested road and highway segments and trade corridors. Prop 6 also eliminates \$100 million annually for the Active Transportation Program, which encourages biking and walking. By eliminating these funds, Prop 6 will have a detrimental impact on traffic, commute times, and California's air quality.
- **Prop 6 will hurt job creation and our economy.** Reliable transportation infrastructure is critical to get Californians to work, move goods to the market, and support our economy. This measure would eliminate more than 68,000 good-paying jobs and nearly \$183 billion in economic growth that will be created fixing our roads over the next decade.

#### **BACKGROUND ON CRITICAL NEED FOR INVESTMENT**

- The gas tax is the primary user-fee that funds transportation infrastructure improvements and was last increased in 1994. Since that time, inflation and fuel efficiency have eroded the purchasing power of existing revenues by more than 50%.
- The 2016 California Statewide Local Streets and Roads Needs Assessment found that the condition of local streets and roads on average was "at risk" meaning that without new funding, the **infrastructure was on its way to failure**.
- **California roads continue to rank in the top 10 worst in the country.** For too long we've underinvested in our transportation network and SB1 helps ensure Californians are driving on safe roads.
  - [American Society of Civil Engineers 2016 report](#)
  - [Business Insider 2017 report](#)
- **Local streets and roads face a funding shortfall of \$73 billion** (over the next decade) to bring the system into a state of good repair. Caltrans also faces a \$57 billion backlog in deferred maintenance.

**The Why and How SB 1 Funds Are Guaranteed for Transportation**  
***A Brief History on Constitutional Protections for Transportation Funding***

**Proposition 3 (1938)**

- Added what was then Article XXVI (Now Article XIX) to the California Constitution.
  - Requires tax revenues derived from motor vehicle fuels to be used exclusively for public street and highway purposes.
  - Requires all revenues from fees and taxes on vehicles or their use or operation to be used to enforce laws concerning the use, operation, or registration of vehicles; California Highway Patrol purposes; or for street and highway purposes.

**Proposition 2 (1998)**

- Limited state general fund borrowing of state transportation funds, including the gas tax and funds in the Public Transportation Account.
- Loans from transportation to the general fund had to be paid back within the same fiscal year.
- Transportation funds can be borrowed for up to three years if the Governor declares an emergency significantly impacting the General Fund or General Fund revenues are less than the previous fiscal year's adjusted revenues.

**Proposition 42 (2002)**

- Locked into the California Constitution statutory formulas directing the expenditure of state gasoline sales tax revenues for transportation. Under Proposition 42, gasoline sales tax revenues were allocated as follows:
  - 20 percent to public transportation
  - 40 percent to transportation improvement projects in the State Transportation Improvement Program
  - 40 percent to local streets and roads improvements

**Proposition 1A (2006)**

- Restricted borrowing gasoline sales tax funds (Proposition 42). Limited borrowing to twice in a 10-year period, but it required full repayment of the first loan before a second could commence and required that any loan be fully repaid within three years.

**Proposition 22 (2010)**

- Prohibits the Legislature from borrowing or taking various funds, including fuel tax revenue.
- Limited the Legislature's ability to modify statutory allocations for transportation purposes.

**Proposition 69 (2018)**

- Protects the new diesel sales tax and transportation improvement fee created by SB1.
- Added subdivision (g) to California Constitution, Article XIX A, to require all diesel sales taxes to be deposited into the Public Transportation Account; and added Article XIX D to require the new transportation improvement fee to be used strictly for the research, planning, construction, improvement, maintenance, and operation of public streets and highways and public transportation systems.
- Restricts the state from using transportation improvement fee for to repay state general obligation transportation bonds approved by voters before November 8, 2016, including high speed rail bonds.
- Restricts these revenues from repaying future transportation general obligation bonds unless explicitly approved by the voters.

**SB 1 (2017)**

- Protected by Article XIX (Proposition 3 as modified by Proposition 22):
  - Increase in the gasoline excise tax of 12 cents
  - Increase in diesel excise tax of 20 cents
  - Zero-emission vehicle registration fee of \$100
- Prop 69 protects:
  - Existing 1.75 percent sales tax on diesel
  - Increase in the sales tax on diesel of 4 percent
  - New transportation improvement fee



**Subject:** Prop 6 Fact of the Week: CA Gas Taxes DO Fund Roads & Bridges

To: CSAC Board of Directors  
County Administrative Officers  
County Public Works Directors  
County Legislative Coordinators  
County Public Information Officers  
CSAC Housing, Land Use and Transportation Policy Committee  
CEAC Transportation Policy Committee  
County Caucus

From: Kiana Valentine, CSAC Senior Legislative Representative  
Chris Lee, CSAC Associate Legislative Representative

**Re: Prop 6 Fact of the Week: CA Gas Taxes DO Fund Roads & Bridges**

The proponents of Prop 6 claim that if the state had dedicated pre-SB 1 gas tax revenue to roads and bridges then we wouldn't be in a transportation infrastructure funding crisis nor would we have needed SB 1. This is verifiably untrue. Here are the facts about how California spends all of its gas tax revenues and the substantial deficit our state was facing in transportation funding prior to the passage of SB 1.

- The base gas tax (18-cents) is dedicated to transportation purposes and guaranteed by Article XIX to be spent on transportation infrastructure projects. The state receives approximately 11.54-cents (\$1.7 billion annually) and invests it in state highway maintenance. Counties and cities receive approximately 6.46-cents (\$969 million annually) and local governments invest their share into local street and road system maintenance, repairs and improvements.
- The price-based gas tax (adjusted annually to be revenue neutral with what the sales tax would have otherwise generated and has ranged from 9.8-cents which generates approximately \$1.47 billion to 21.5-cents which generates approximately \$3.2 billion) is also dedicated to transportation purposes and is guaranteed by Article XIX to be spent on transportation infrastructure projects. This portion of the gas tax is allocated 56% to the state and 44% to counties and cities. The state uses this revenue for state highway improvements and local governments again invest this revenue into the local transportation network.
- The 12-cent increment per SB 1 is, again, dedicated to transportation purposes and guaranteed by Article XIX to be spent on transportation infrastructure projects. The revenue from this increment is deposited into the Road Maintenance and Rehabilitation Account and then allocated to the state and counties and cities for transportation safety, maintenance, repair, and other improvement projects.
- The real culprit behind California's transportation funding deficit – approximately \$130 billion for just state highways and local streets and roads over the next ten years – is the significant loss of purchasing power from our existing gas taxes due to inflation, gains in fuel efficiency, population growth and therefore more people driving more miles doing more damage to the roads, increased costs of construction materials, etc.

**The bottom line is that 100% of the revenue from gas taxes that drivers pay have always gone and will continue to go toward state highway and bridge and local street, road and bridge safety, maintenance, repair and improvement projects.**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    September 18, 2018

**TIME REQUIRED**

**SUBJECT**            Trophy Fish Budget Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A letter from Gull Lake Marina to the Board of Supervisors regarding the budget allocation for trophy fish stocking.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Gull Lake Marina Letter</a></p>
--

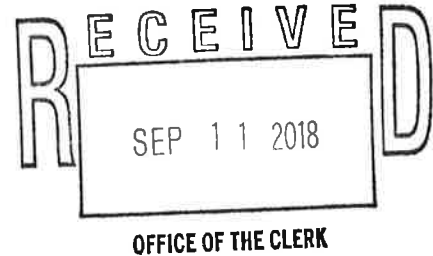
**History**

Time	Who	Approval
9/13/2018 5:02 PM	County Administrative Office	Yes
9/13/2018 5:15 PM	County Counsel	Yes
9/12/2018 4:16 PM	Finance	Yes

August 29, 2018

Gull Lake Marina LLC  
PO Box 430  
Roseville, CA 95661

Re: Mono County 2018-2019 Budget



Dear Board Members:

Our business, Gull Lake Marina also known as Home of the Monster Trout, is located on Gull Lake in the June Lake Loop. Gary and I have owned the business since July of 1999, but the business was in operations many years before under Gull Lake Boat Landing. We are a seasonal marina that employees 7-9 employees from April 1st through the middle of November. We have a tackle/gift shop and we rent fishing boats to the public. We have a fleet of 34 flat bottom boats, 3 pontoon boats and a handful of non-motorized watercraft (kayaks, canoes, stand up paddle boards, and peddle boats). We also rent slips to customers who launch their boats and spend varying lengths of time on the loop fishing during the season.

Our customer base is primarily anglers who come to the loop to catch trophy size trout. Our marina has a reputation for the large fish that are caught on a regular basis on our lake. Our previous market research indicates that approximately 85+% of our business can be attributed to trophy trout fishing. The balance of our customers rent non-motorized watercraft and purchase souvenirs and snacks. Our customers typically come to the loop and stay for multiple days to fish the lakes and streams in the area. They spend money on boat rentals, tackle, bait, hotels, restaurants, etc.

Our customers will call or email asking when the lake is being stocked and customers will time their trips to the loop based on it. We receive a few inquiries about trail systems but mostly about the trail around the lake.

We believe in sport fishing and have gone to great lengths to insure that our lake is well stocked. Anglers will fish wherever the fish bite and if the volume of fish is reduced it will lead to less sport fishing in the loop. Another reduction in fish enhancement monies will lead to a decline in business for the entire loop. Our business will see a decline in revenue and an increase in operating costs if we need to make up for the fish enhancement funds that you may reallocate to trails.

Please do not reallocate monies from fish enhancement funds. It will financially hurt more than just the marinas in the area. Less money to the fish enhancement means less revenue for businesses in the loop and then less revenue to the county.

Thank you,

Janet Cino  
Gull Lake Marina



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**TIME REQUIRED** 10 minutes

**SUBJECT** Jan Cutts, New Bridgeport District  
Ranger

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Jan Cutts, Bridgeport District Ranger

### AGENDA DESCRIPTION:

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

An opportunity for the Board to formally meet the new Bridgeport District Ranger, Jan Cutts.

### RECOMMENDED ACTION:

Informational only; provide direction to staff if necessary.

### 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](#)

No Attachments Available

### History

Time	Who	Approval
9/12/2018 10:22 AM	County Administrative Office	Yes
9/12/2018 9:10 AM	County Counsel	Yes
9/12/2018 4:16 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**Departments: Community Development**

**TIME REQUIRED** 10 minutes

**PERSONS** Wendy Sugimura

**SUBJECT** Employment Agreement with Tom  
Perry as Part-Time Building Official

**APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R18-\_\_\_\_\_, approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Approximately \$30,000 per year for salary and potentially an additional \$3,134 if a determination is made by PERS that contributions are owed. This cost is included in the 2018-19 Community Development budget.

---

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 7609241814 / wsugimura@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff report](#)

[Tom Perry Contract](#)

[Resolution of Employment - Tom Perry](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/13/2018 6:03 PM	County Administrative Office	Yes
9/12/2018 9:10 AM	County Counsel	Yes
9/13/2018 5:37 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](mailto:commdev@mono.ca.gov)

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** September 18, 2018  
**To:** Honorable Board of Supervisors  
**From:** Wendy Sugimura, Community Development Director  
**Subject:** Employee Agreement with Tom Perry as part-time Building Official

**Recommended Action(s):**

Approve agreement with Tom Perry, appointing him as part-time Building Official for Mono County.

**Fiscal Impact:**

Approximately \$30,000 per year for salary and potentially an additional \$3,134 if a determination is made by PERS that contributions are owed. This cost is included in the 2018-19 Community Development budget.

**Background:**

A recruitment was open for the Building Official position in the Community Development Department from May 2016 through Sept. 2017 with no qualified applicants. If the full-time position were hired, the salary (without benefits) would be approximately \$84,800.

Although Community Development staff was able to find solutions and to generally work around the absence of a Building Official, it reduced department efficiency overall and occasionally presented a critical roadblock for a given project. The preference has always been to find a viable candidate for Building Official, but as the recruitment was unsuccessful, alternative ideas were explored.

The alternative that was acted upon in Sept. 2017 was an agreement with former Mono County Building Official Tom Perry, who now works as the Town of Mammoth Lake's full time Building Official, to work 8 hrs per week for the County (in addition to his serving full time as Town Building Official) and deal specifically with sensitive issues and determinations that require the analysis of a Building Official.

**Discussion:**

The County contract with Mr. Perry expires on Sept. 24, 2018, and a new one-year contract is being proposed with no changes.

As before, this agreement is similar to other County employee agreements but includes a 30-day termination clause that can be exercised by either party. This will allow the County or Mr. Perry to abandon the agreement should it prove to be unworkable for any reason. This arrangement has been developed in consultation with the Town Manager Dan Holler, who has requested quarterly check-ins with the County to assure the arrangement is not negatively impacting Mr. Perry's work for the Town. Should those check-ins identify problems that can't be solved, the agreement would necessarily be terminated.

The County has met with the Town on an as-needed and as-requested basis for a total of two meetings since the contract was enacted. Mr. Perry and the Town Community Development Director, Sandra Moberly, also attended the meetings. No substantial issues or conflicts have been raised, and the arrangement appears to be working smoothly for all parties.

If you have any questions regarding this item, please contact me at (760) 924-1814.

## **AGREEMENT REGARDING THE PART-TIME EMPLOYMENT OF TOM PERRY**

This Agreement is entered into this 25<sup>th</sup> day of September, 2018, by and between Tom Perry and the County of Mono.

### **I. RECITALS**

Tom Perry is currently employed as the Building Official of the Town of Mammoth Lakes and part-time Building Official for Mono County, and formerly was employed full-time as the Mono County Building Official. The County now wishes to retain Mr. Perry on a part-time basis to serve as its Building Official on the terms and conditions set forth in this Agreement and in accordance with the Mono County Building Official Job Description, provided such employment does not unduly conflict with Mr. Perry's responsibilities as the Building Official for the Town. Tom Perry wishes to continue such part-time employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be September 25, 2018, until September 24, 2019, unless earlier terminated by either party in accordance with this Agreement.
2. Commencing September 25, 2018, Tom Perry shall be employed by Mono County as its part-time Building Official, serving at the will and pleasure of the Community Development Director in accordance with the terms and conditions of this Agreement. Tom Perry accepts such employment. The Community Development Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Perry's employment.
3. Mr. Perry shall be paid \$78.26 per hour and shall work 8 hours per week (on Fridays), up to 48 weeks per year. Mr. Perry shall coordinate with the Community Development Director to determine the 4 weeks in which he will provide no services to the County. In the event of an emergency, and upon mutual written agreement by Mr. Perry and the Community Development Director, Mr. Perry may work additional hours and/or weeks.
4. It is the parties' understanding that a determination will be made by the Public Employees Retirement System (PERS) that Mr. Perry's employment with the County is "overtime" and, as such, that no retirement contribution by the parties related to such employment will be required. However, until such determination is made by PERS, or in the event PERS determines otherwise, Mr. Perry understands that he is responsible for paying the employee's share of any



retirement contributions owed to PERS with respect to his employment for the County.

5. As a limited-hour part-time employee, Mr. Perry shall not earn or accrue paid leave time nor be entitled to the general benefits provided by the County to other management-level employees and described in the County's Management Benefits Policy, except that the County shall provide any compensation or benefits mandated by state or federal law.
6. Tom Perry understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on his actual rendering of personal services to the County. Should Mr. Perry cease rendering such services during this Agreement, then he shall cease earning or receiving any additional compensation or benefits until such time as he resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
7. The Community Development Director may terminate Tom Perry's employment at-will and without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Perry understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Community Development Director may, in his discretion, take during Mr. Perry's employment.
8. Mr. Perry may resign his employment with the County without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the resignation, unless otherwise mutually agreed to in writing by the parties. Mr. Perry shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. This Agreement constitutes the entire agreement of the parties with respect to the employment of Tom Perry.
10. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the

Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Tom Perry's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Tom Perry's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

11. Tom Perry acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Tom Perry further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of September 25, 2018.

TOM PERRY

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_  
By: Bob Gardner  
Board of Supervisors, Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
STACEY SIMON  
County Counsel



RESOLUTION NO. R18-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH TOM PERRY AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding the Part-Time Employment of Tom Perry, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment Tom Perry. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: \_\_\_\_\_
Clerk of the Board

\_\_\_\_\_
Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_
COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 18, 2018

**Departments: CAO**

**TIME REQUIRED** 45 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Various representatives from local fire districts

**SUBJECT** Mono County Fire Chiefs Association  
First Responder Fund

**AGENDA DESCRIPTION:**

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

An informational presentation about the Mono County Fire Chiefs Association Fire Fund.

**RECOMMENDED ACTION:**

Receive presentation.

**FISCAL IMPACT:**

No fiscal impact at this time. In fiscal year 2017-18, the County provided \$150,000, as the first responder account, funded with an allocation of the County's Prop 172 revenues. The County also provided up to \$20,000 to offset the fiscal impact of the property tax administration fee charges to the smallest fire districts.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-937-7958 / lchapman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Presentation</a></p>
---

**History**

Time	Who	Approval
9/13/2018 6:09 PM	County Administrative Office	Yes
9/12/2018 9:57 AM	County Counsel	Yes
9/12/2018 4:35 PM	Finance	Yes



# Mono County Fire Chiefs Association First Responder Fund

An Historic Alignment of  
Strategic Priorities, Hazards, and Scarce Fiscal Resources

# General History of the Mono County Fire Chiefs Association First Responder Fund

- Early 1980's recognition of FD response out of Districts
  - Approximately \$40,000 total
- 1992 ERAF Legislation
  - Example: MLFPD 2018 ERAF = \$239,818
- 1992 Prop 172 – Sales Tax for Public Safety
  - No Fire District Access
- 2005-2006, 1<sup>st</sup> Resp Fund increased to \$100,000
- 2011-2012, increased to \$150,000
  - \$50,000 increase in recognition of County Administrative Fees
  - Assist with training costs to supplement EMS response
- 2014 – Funding source for 1<sup>st</sup> Responder Fund changed to Prop 172 funds

# 2018 MONO COUNTY STRATEGIC PRIORITIES

## 1 Improve Public Safety & Health

1A Improve emergency operations and response

1B Find ways to keep people from going back to jail by reducing future offenses

1C Address opioid crisis and substance abuse

1D Establish effective cannabis regulation, education, and enforcement

1E Invest in road and other infrastructure projects across the County

## 2 Enhance Quality of Life for County Residents

2A Address the housing crisis through policy, assistance, and development programs

2B Monitor and improve public, behavioral health, and social services programs

2C Support child & senior care initiatives for residents and County staff

2D Sustain and protect community, landscape, and environmental character

## 3 Promote a Fiscally Healthy County and Regional Economy

3A Invest in sustaining and maintaining public lands and outdoor recreation

3B Monitor and expand successful economic development initiatives and diversify our economic base

3C Maintain and expand existing businesses and industries

3D Adopt, implement, and monitor fiscal resiliency principles

## 4 Improve County Operations

4A Implement a long-term solution for South County offices

4B Improve operational efficiency and increase customer service and transparency

4C Plan and implement effective energy savings and environmental protection & compliance initiatives

4D Implement a performance measurement system to track operational improvements

4E Advocate with appropriate external officials to build support for County operations

## 5 Support the County Workforce

5A Address compensation and benefits for employee retention and recruitment

5B Create a culture of safety, health & wellness, and work-life balance

5C Invest in resources and training to enhance staff performance and professional development

5D Develop the next generation of County leaders

Source: Mono County 2018-19 Budget



# Overview of 2018 Hazard Analysis for Mono County

Source: 2018 Public Draft Local Hazard Mitigation Plan

During the Owens and Hot Creek Fires, including resources assisting with the Carr Fire in Redding, local fire districts were able to simultaneously surge 15 fire apparatus to protect structures, none of which were in their respective fire districts. Recent Boot Fire another example.

Directly, or indirectly, the public has an expectation that fire service resources in Mono County will respond to these hazards

Table 3.2. Mono County Hazard Ranking Worksheet Outcomes

Hazard Type <sup>1</sup>	Probability	Location	Impact		Overall Rank
			Primary Impact	Secondary Impacts	
Wildfire	3.7	3.1	3.1	3.4	3.4
Severe Winter Weather & Snow	3.9	3.6	2.6	2.7	3.2
Earthquake & Seismic Hazards	2.6	3.0	2.9	3.0	2.9
Volcano	1.1	2.7	3.7	3.6	2.8
Climate Change	2.3	3.3	2.3	3.0	2.8
Drought	2.7	3.3	2.0	2.3	2.6
Severe Wind	2.9	2.6	2.3	1.9	2.4
Flood	2.6	2.4	2.1	1.9	2.3
Landslide	2.6	2.6	1.9	1.9	2.2
Avalanche	2.6	1.7	2.0	2.1	2.1
Dam Failure	1.1	1.7	2.4	2.9	2.0
Hazardous Materials	2.1	2.3	1.4	1.8	1.9
Disease/ Pest Management	1.0	2.0	1.7	1.7	1.6

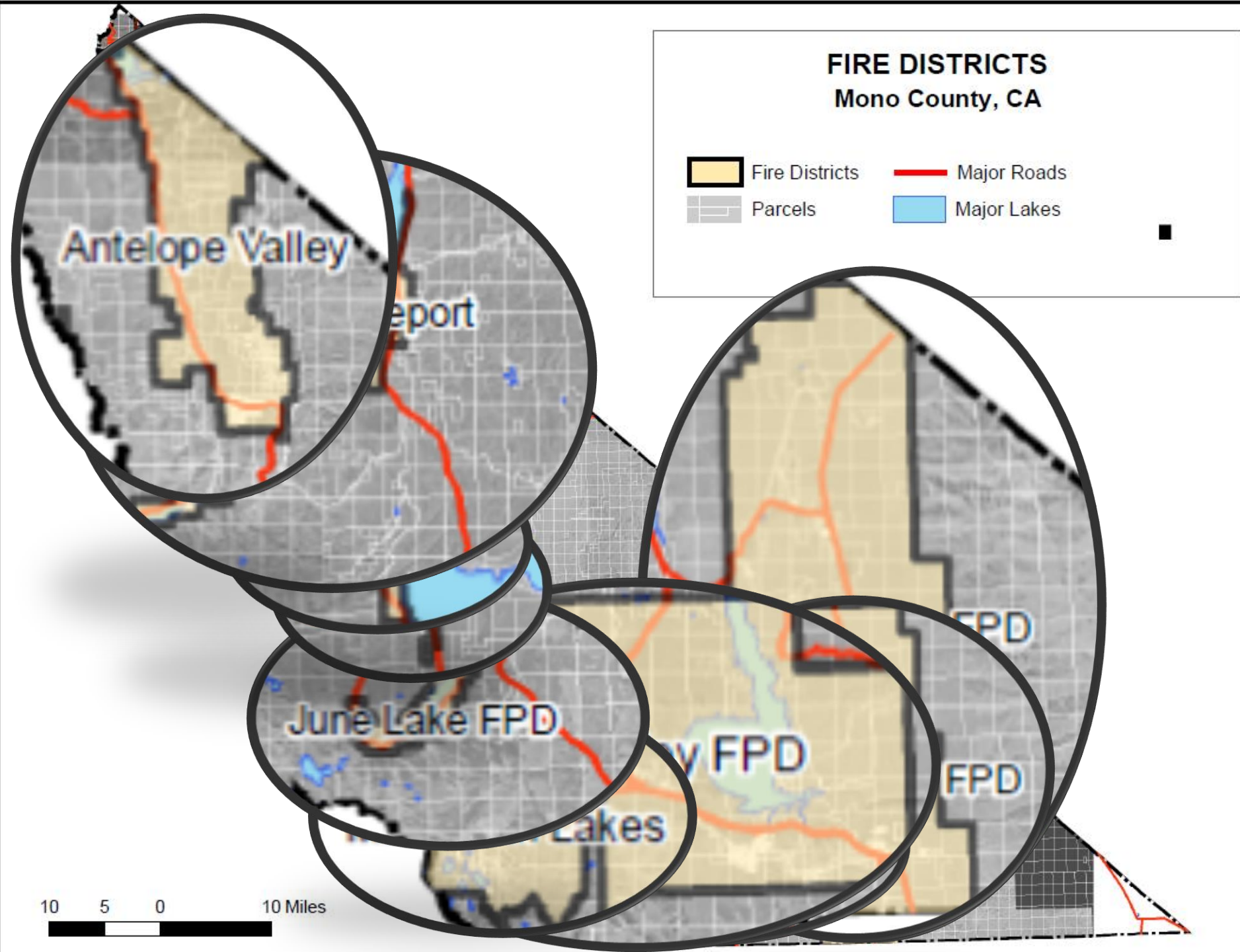
# Mono County Fire Chiefs Association First Responder Fund

- The *sine qua non* of emergency operations and response is to improve outcomes - the protection of life and property, which requires all four of the following:
  - ✓ Rapid Response
  - ✓ Sufficient Personnel
  - ✓ Proper Equipment
  - ✓ Proper Training

# Enabling Task/Costs for Rapid Response

- Communications
  - Base Station, Mobile, Handheld Radios, Pagers
  - Cell Phone Applications (e.g., Active 911,)
- Driver Training & Licensure
  - (e.g., NFPA 1002), VFIS Driver Program
  - Firefighter Endorsement or Commercial CDL
- Mapping Programs

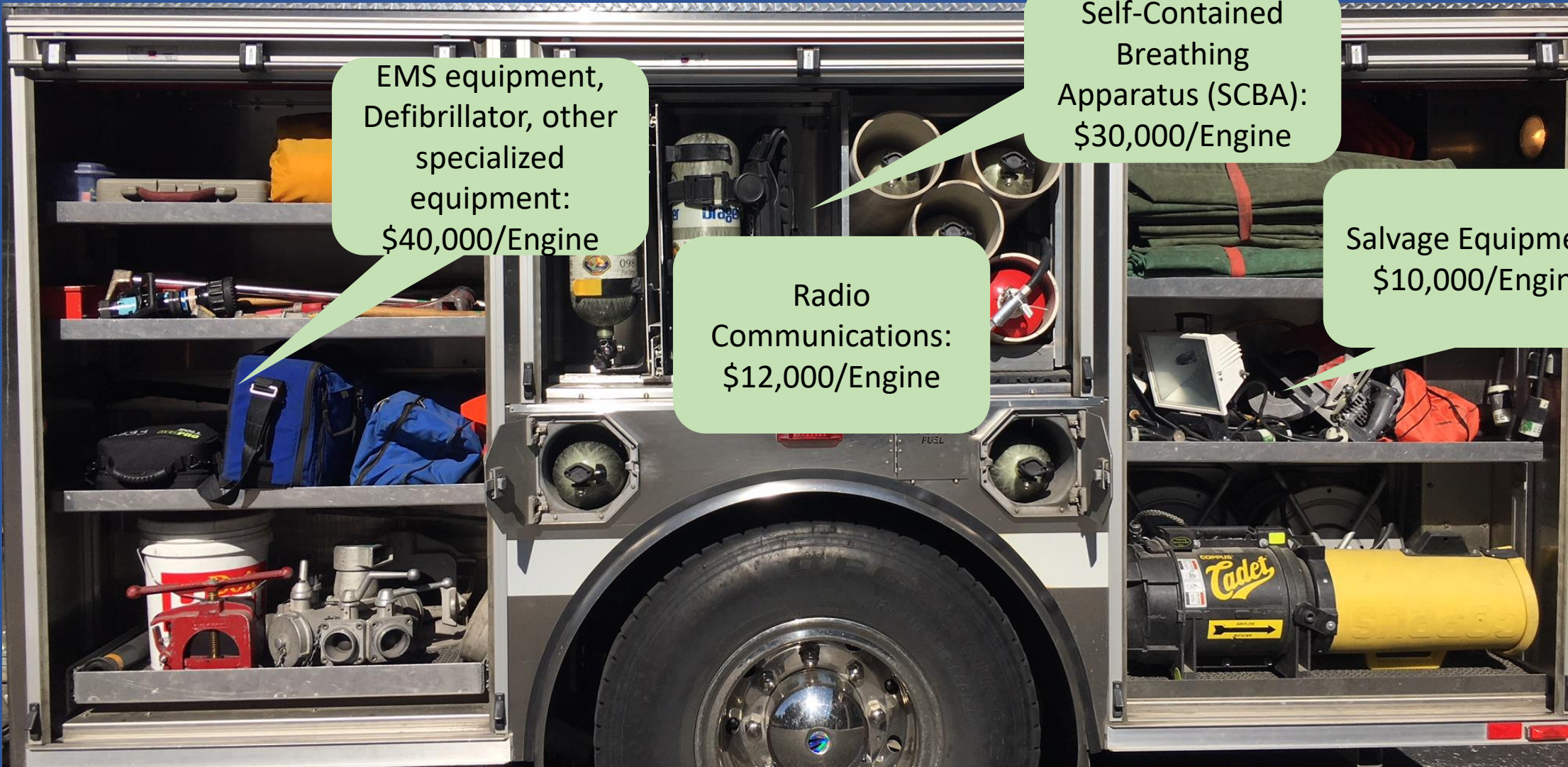
Starting  
Response  
Locations  
of the  
11 Fire  
Districts in  
Mono  
County



# Enabling Task/Costs for Sufficient Personnel

- Recruitment and Retention
  - Tremendous level of effort to swim against the demographic current of declining volunteerism.
- Fire station Facilities
  - Houses fire equipment (and some Mono County Ambulances)
  - Serves as the training center
- General Administrative Costs
  - Insurance, Workers Comp, Stipends, Wages,

# Enabling Task/Costs for Proper Equipment



EMS equipment,  
Defibrillator, other  
specialized  
equipment:  
\$40,000/Engine

Radio  
Communications:  
\$12,000/Engine

Self-Contained  
Breathing  
Apparatus (SCBA):  
\$30,000/Engine

Salvage Equipment:  
\$10,000/Engine

# Enabling Task/Costs for Proper Equipment

Rope Rescue Equip:  
\$30,000

Specialized Monitoring  
Equip & Tools:  
\$20,000

Firefighting  
Personal Protective  
Equipment:  
\$2,500/person

Type I Fire Engine:  
\$500,000-\$700,000

Extrication Equip:  
\$40,000



# Enabling Task/Costs for Proper Training

- Training requirements
  - Firefighter approximately 400 hours (State FFI)
  - EMT-Basic 320 hours
- Other specialty topics can include:
  - Wildfire
  - Hazardous Materials
  - Rescue (High/Low Angle), Collapse, Ice, River, Confined Space, etc.)
  - Vehicle Extrication



**2018 First Responder Fund Allocation Breakdown**

<b>Fire District</b>	<b>Basic Allocation</b>	<b>Other Allocation</b>	<b>County Admin. Reimbursement</b>	<b>Total</b>	<b>18-19 AB-8 less ERAF</b>	<b>Allocation as % Budget</b>
Lee Vining*	\$ 11,000			\$ 11,000	\$ 29,962	37%
Mono City*	\$ 11,000			\$ 11,000	\$ 20,051	55%
White Mountain*	\$ 11,000	\$ 2,000		\$ 13,000	\$ 45,784	28%
Wheeler Crest	\$ 11,000			\$ 11,000		
Paradise	\$ 11,000			\$ 11,000		
Bridgeport	\$ 8,500			\$ 8,500	\$ 153,206	6%
Antelope Valley	\$ 8,500	\$ 2,000		\$ 10,500	\$ 151,669	7%
Chalfant Valley*	\$ 8,500			\$ 8,500	\$ 99,342	9%
June Lake	\$ 5,500		\$ 4,500	\$ 10,000	\$ 390,064	3%
Long Valley	\$ 5,500		\$ 4,500	\$ 10,000	\$ 328,238	3%
Mammoth Lakes	\$ -	\$ 2,000	\$ 8,000	\$ 10,000	\$ 2,930,332	0%
*County subsidized fee			\$ 20,000	\$ 20,000		
<b>Sub Total</b>	<b>\$ 91,500</b>	<b>\$ 6,000</b>	<b>\$ 37,000</b>	<b>\$ 134,500</b>		
Mono Co. Fire Chiefs Assc.						
Fire Contingency Fund				\$ 22,500		
EMS Contingency Fund				\$ 6,500		
Training Fund				\$ 6,500		
<b>Total</b>				<b>\$ 170,000</b>		

# Mono County Fire Chiefs Association First Responder Fund

- Excellent ROI; \$170,000/year for essentially a County Fire Department:
  - 11 Stations, strategically located
  - Capacity to surge up to 15 fire engines, 50 personnel, properly trained and equipped, soon enough to change outcomes for the better:
    - Owens River (I/II), Walker Lake, Slinkard, Boot, Big Hot Creek, Sauwger Canyon, Round, Van Dyke, Airport, June Lake, etc.
    - Extrications on 395, Ice/River Rescues, Carry-Outs, CalOES Coordination,

# Mono County Fire Chiefs Association First Responder Fund

- Excellent ROI;

*“There is no force at the state level or at the federal level, with the exception of the National Guard, that can provide a community with rescue, mitigation and recovery services like the fire and emergency services community.”*

Dr. Denis Onieal – U.S. Deputy Fire Administrator

# Mono County Fire Chiefs Association First Responder Fund

- Two Requests:

- 1) Continue First Responder Funding, at its' present level, as part of the FY 2018-19 roll-over budget process.
- 2) Transition the consideration of First Responder Fund support from the roll-over budget process to the annual operating budget process for FY 2019-2020.

Questions?



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**Departments: CAO, County Counsel, Finance**

**TIME REQUIRED** 15 minutes (5 minutes presentation;  
10 minutes discussion) **PERSONS APPEARING** Janet Dutcher

**SUBJECT** Engagement Letter for Bond, Tax  
and Disclosure Counsel **BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Engagement letter with Nixon Peabody LLP to provide bond, tax and disclosure counsel in connection with the issuance of certificates of participation to acquire and construct the Mono County Civic Center.

### RECOMMENDED ACTION:

Approve, and authorize the County Administrative Officer to sign, the engagement letter.

### FISCAL IMPACT:

The cost of these services are a not-to-exceed amount of \$90,000 for legal fees and \$10,000 for out-of-pocket expenses. These costs are paid from the proceeds generated by the sale of tax-exempt bonds. A budgetary appropriation is proposed for inclusion in the Phase II budget adjustment agenda item scheduled for October 2, 2018.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 9167988394 / janetldutcher@gmail.com

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Engagement letter</a>

### History

Time	Who	Approval
9/14/2018 2:05 PM	County Administrative Office	Yes

9/14/2018 11:00 AM

County Counsel

Yes

9/14/2018 11:20 AM

Finance

Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Gerald A. Frank  
Assistant Finance Director  
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM  
Finance Director

Stephanie Butters  
Assistant Finance Director  
Auditor-Controller

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

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

**Date:** September 18, 2018

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Leslie Chapman, Stacey Simon

**Subject:** Engagement letter for bond, tax and disclosure counsel

### **Actions Requested:**

Approve and authorize Leslie Chapman, County Administrative Officer, to sign the engagement letter.

### **Background:**

The Board directed staff to initiate construction of a County Civic Center building on the Mammoth Community Federal Land Exchange (McFlex) property. On August 7, 2018, the Board approved entry into a proposed contract with the selected design-build-entity, Roebbelen Contracting. At that same meeting, the Board approved Resolution R18-48 declaring its official intent to reimburse itself for capital costs incurred on this project from debt proceeds received later. The project team has begun regular meetings. Planning and pre-construction work is underway. The contractor has initiated their work.

A bond financing team consisting of finance specialists who provide legal and technical assistance has been recommended to include:

- Bond, Tax and Disclosure Counsel: Nixon Peabody LLP.
- Underwriting Services: Brandis Tallman LLC.
- Municipal Financial Advisor: KNN Public Finance.

The recommended financing transaction is the Certificates of Participation (COP) debt-financing structure and the amount of the financing needs we anticipate is \$20.5 million.

### **Discussion:**

This item requests authorization to enter into an arrangement with Nixon Peabody for bond, tax and disclosure legal services, including preparing, negotiating and revising the documentation necessary to complete the financing transaction, such as the preparation of the official statement and an opinion that the bonds will meet the requirements for tax-exempt treatment. Bond counsel will also provide advice on the appropriate security and collateral of the bonds and the procedures we must follow for obtaining authorization to issue tax-exempt bonds.



KNN obtained information about bond, tax and disclosure fees charged in other similar financing transactions and negotiated with Nixon Peabody for a competitive fee arrangement capped at \$90,000 for legal services and \$10,000 for out-of-pocket costs. The engagement letter attached to this agenda item establishes the arrangement in writing.

**Fiscal Impact:**

The cost of these services is a not-to-exceed amount of \$90,000 for legal fees and \$10,000 for out-of-pocket expenses. These costs are paid from the proceeds generated by the sale of tax-exempt bonds. A budgetary appropriation is proposed for inclusion in the Phase II budget adjustment agenda item scheduled for October 2, 2018.

**Rudy S. Salo**  
*Partner*  
T 213-629-6069  
rsalo@nixonpeabody.com

300 S. Grand Avenue, Suite 4100  
Los Angeles, CA 90071-3151  
213-629-6000

September 7, 2018

**VIA E-MAIL**

Leslie L. Chapman  
Mono County, California  
Mono County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517

**RE: Agreement for Legal Services**

Dear Leslie:

We are pleased that you have asked Nixon Peabody LLP (the “Firm”) to provide legal services to Mono County, California.

This letter and the accompanying Terms and Conditions of Engagement, which are incorporated herein by reference, describe the basis on which the Firm will provide those services. In addition, this letter and enclosure include specific details that are required to be set forth in writing by the ethics rules pursuant to which we practice. It is preferable to put all of these details in writing so that our role and responsibilities are completely understood and agreed to at the commencement of our engagement.

Our sole client in this matter will be Mono County, California (hereinafter, the “County” or “you”). Our representation of the County does not give rise to an attorney-client relationship between us and any County affiliates or constituents (such as supervisors, officers, directors or employees), and you also agree that you will not give us confidential information regarding your affiliates or constituents during the course of our representation of you. Accordingly, our representation of the County in this matter will not give rise to any conflict of interest in the event one of our other clients is adverse to the County or any of the County’s affiliates or constituents.

We will advise you solely as bond and disclosure counsel in connection with the issuance of certificates of participation for the acquisition of land to be used for a County administrative building (the “Transaction”). We will prepare, negotiate and revise the documentation required to consummate the Transaction. You may limit or expand the scope of our representation from

time to time, provided that we will not substantially expand the scope of our representation without a further written agreement.

We believe in utilizing lawyers, legal assistants and other professional staff with levels of experience and expertise appropriate to each aspect of the engagement. We expect that the principal attorneys involved in this engagement will be me, Travis Gibbs, Joel Swearingen and Shannon Egan. I will be the “Client Attorney” with overall responsibility for managing the relationship, and should be viewed as your contact in the event of questions or concerns, particularly as they relate to service and billing matters.

Based upon all of the assumptions and considerations set forth herein, we have agreed to cap our fees at \$90,000. To the extent that any expenses (travel, document preparation, etc.) we incur exceed \$90,000, we agree to cap such expenses at \$10,000. In order to enable us to maintain our fee cap, it is vital that the transaction generally keep to its proposed timetable, without undue acceleration or extensive delay of the timetable. Transactions which start up and then are put on hold, or drag on past the proposed closing date, are likely to require greater than expected time to be spent by counsel and consequently would cause our fee cap to be increased. If we represent you on subsequent matters, our standard policy on professional fees will apply to all such matters except to the extent that we mutually agree to modify it. We agree to defer our legal fees for any legal services until the closing of the Transaction to be paid from costs of issuance.

The Firm represents and in the future will represent many other clients. Some may be your direct competitors or otherwise may have business interests that are contrary to your interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client’s interests are or potentially may become adverse to your interests.

The Firm cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to you. We therefore ask you to confirm that the Firm may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to the Firm’s representation of you, as long as that other matter is not substantially related to this or our other engagements on your behalf. In the event of our representation of another client in a matter directly adverse to you, however, the Firm’s lawyers or other service providers who have worked with you will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you acquired by the Firm as a result of our representation of you will not be transmitted to our lawyers or others in the Firm involved in such matter.

In other words, we request that you confirm that (1) no engagement that we have undertaken or may undertake on your behalf will be asserted by you either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to you, as long as that other matter is not substantially related to any of our engagements on your behalf, (2) you hereby waive any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify the Firm in any representation of any other client with respect to any such matter, (3) you have been advised by the Firm, and have had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) your consent to these provisions is both voluntary and fully informed, and (5) you intend for your consent to be effective and fully enforceable, and to be relied upon by the Firm.

You have the right to repudiate this waiver should you later decide that it is no longer in your interest. However, if we have acted in reliance on the waiver, we may have the right – and possibly a duty, under the applicable rules of professional conduct – to withdraw from representing you.

Please sign, date and return to me a copy of this letter via e-mail in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached. If you would like to discuss any of these matters, please give me a call. We appreciate your decision to retain us in this matter and very much look forward to the opportunity of working with you.

---

Rudy S. Salo  
of Nixon Peabody LLP

The undersigned has read and understands the above letter and enclosure, and accepts and agrees to all of their terms and conditions.

Mono County, California

September \_\_\_\_, 2018

By: \_\_\_\_\_  
Name: Leslie L. Chapman  
Title: Mono County Administrative Officer



## **TERMS AND CONDITIONS OF ENGAGEMENT**

This document and the accompanying letter set forth the terms and conditions under which you are engaging Nixon Peabody LLP to provide legal services.

### **TERM OF ENGAGEMENT**

You may terminate our representation at any time upon reasonable notice, and we retain that right as well, subject on our part to the applicable rules of professional conduct. Your termination of our services will not affect your responsibility to pay for legal services rendered and charges incurred during the representation. In the event that we have devoted no time to this matter for any three consecutive months, then you agree we may conclude that the engagement has terminated as of the last date on which we performed services related thereto. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in this matter. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. In the event that our representation is terminated, you agree to pay all invoices thereafter rendered covering the period prior to the termination and covering an orderly transition of the matter.

### **CONCLUSION OF REPRESENTATION; RETENTION AND DISPOSITION OF DOCUMENTS**

Unless previously terminated, our representation of you will terminate upon our sending you our final invoice for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us will be kept confidential in accordance with the applicable rules of professional conduct. Upon request, your papers and property will be available for you to pick up at our office or shipped to you at your expense. Our own files pertaining to the matter, which may include copies of your papers, will be retained by the Firm. You agree that Firm administrative records; time and expense reports; personnel and staffing materials; credit and accounting records; and the documents containing our attorney work product, mental impressions, notes, drafts of documents and legal and factual research, including investigative reports, shall be and remain Firm property and shall not be considered part of your client file. In addition, electronic documents such as our internal e-mails, documents containing or reflecting our internal deliberations or self-evaluations, and our internal databases shall be and remain Firm property and shall not be considered part of your client file. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the elimination of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. In any event, all documents and other materials in our file may be discarded or destroyed, without further notice to you, at any time after the seven (7) year anniversary of the conclusion of our engagement.

## **CLIENT RESPONSIBILITIES**

You agree to pay our invoices for services and expenses upon receipt as provided in the accompanying letter. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

## **CONSULTATION WITH FIRM COUNSEL**

The Firm represents many clients in a great number of complex matters. From time to time, questions arise as to our duties under the professional conduct rules. These might include, for example, conflicts of interest and issues arising from a dispute between us and a client over the handling of a matter. When such issues arise, we seek the advice of our general counsel or loss prevention partners who are expert in such matters. We consider such consultations to be attorney-client privileged communications between Firm personnel and counsel for the Firm. In recent years, some judicial decisions indicate that under some circumstances such communications may not be privileged. We believe that it is in our clients' interest, as well as ours, that in the event legal ethics or other issues arise during a representation, we receive expert analysis and advice as to our obligations to you. Accordingly, as part of our retention agreement, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with the Firm's internal or outside counsel, we have your consent to do so and that our representation of you will not waive any attorney-client privilege that we may have to protect the confidentiality of our communications with our counsel.

## **CHARGES IN ADDITION TO FEES**

We will include on our invoices separate charges for services such as messenger and delivery, travel, word processing, computer research, and filing fees. These charges will generally be billed at actual cost. Fees and expenses of other providers (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you.

## **BILLING ARRANGEMENTS AND PAYMENT TERMS**

An invoice will be rendered at the closing of the transaction. If the transaction does not close, an invoice will be rendered upon termination of the transaction for an agreed upon fee as set forth in the letter of engagement. Payment is due promptly upon receipt of our invoice. If an invoice is not paid in full within 30 days of being issued, we reserve the right to charge interest monthly on the unpaid balance.

## **POST-ENGAGEMENT MATTERS**

You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments. In addition, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matter for which we had been engaged.

## **AGREEMENT MODIFICATIONS**

If you have any comments or questions concerning the terms of this engagement, or if you would like to discuss possible modifications, please do not hesitate to call your Client Attorney. Any revisions made to the agreement will be effective upon written notice of the revisions, following our approval.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    September 18, 2018

**TIME REQUIRED**

**SUBJECT**                    Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

**Time**

**Who**

**Approval**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment,  
Public Works Director

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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#### History

Time	Who	Approval
9/11/2018 2:04 PM	County Administrative Office	Yes
9/12/2018 9:02 AM	County Counsel	Yes
9/12/2018 4:16 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2018

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### 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.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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### History

Time	Who	Approval
9/12/2018 10:31 AM	County Administrative Office	Yes
9/12/2018 9:39 AM	County Counsel	Yes
9/12/2018 4:17 PM	Finance	Yes