



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA
93546

Regular Meeting September 20, 2022

TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar. Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting:

http://monocounty.granicus.com/MediaPlayer.php?publish_id=fd043961-041d-4251-a6e8-803b439caa17

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/82263395381> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 822 6339 5381. To provide public comment, press the "Raise Hand" button on your screen. To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 822 6339 5381. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. 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 and online.

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

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.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

4. DEPARTMENT/COMMISSION REPORTS

Receive brief oral report on emerging issues and/or activities.

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. Flu Clinic Memoranda of Understanding

Departments: Public Health

Proposed Memoranda of Understanding (MOUs) with Mono County Office of Education and Mammoth Unified School District pertaining to Flu Vaccination Clinic to be provided by Mono County Public Health on school campuses.

Recommended Action: Approve, and authorize the County Administrative Officer to sign, the MOUs with Mono County Office of Education and Mammoth Unified School District for Flu Clinics for the period October 1, 2022 through November 30, 2022.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: Public Health

15 minutes

(Bryan Wheeler, Public Health Director; Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Employment Agreement - Outdoor Recreation Manager

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Proposed resolution approving a contract with Marcella Rose as Outdoor Recreation Manager, and prescribing the compensation, appointment and conditions of said employment

Recommended Action: Approve Resolution R22-____, approving contract with Marcella Rose as Outdoor Recreation Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Total Cost of Salary and benefits for the remainder of FY 2022-2023 is approximately \$82,348 of which \$57,000 is salary and \$25,348 is benefits. This is included in the adopted budget. The full cost of salary and benefits for an entire fiscal year is approximately \$112,687, of which \$78,000 is salary and \$34,687 is benefits.

C. Employment Agreement - Roads and Fleet Operations Superintendent

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Proposed resolution approving a contract with Kevin Julian as Roads and Fleet Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution R22-____, approving contract with Kevin Julian as Roads and Fleet Operations Superintendent, 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: Total Cost of Salary and benefits for the remainder of FY 2022-2023 is approximately \$116,081 of which \$86,432 is salary and \$29,649 is benefits. This is included in the adopted budget. The full cost of salary and benefits for an entire fiscal year is approximately \$154,774, of which \$115,242 is

salary and \$39,532 is benefits.

D. Letter to Los Angeles Department of Water and Power (LADWP) regarding Long Valley and Little Round Valley

Departments: County Counsel

15 minutes

(Stacey Simon, County Counsel) - Proposed letter to Board President Cynthia McClain-Hill and Los Angeles Board of Water and Power Commissioners regarding water deliveries to Long Valley and Little Round Valley, consistent with direction provided by the Board at its August 16, 2022 meeting.

Recommended Action: Approve proposed letter as drafted or with changes as directed by the Board. Provide any additional desired direction to staff.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

Subdivision (a) of Government Code section 54956.9. Name of case: Workers' Compensation claim of Mark Hanson.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) United States of America et al. v. Walker River Irrigation District, et al., United States District Court, District of Nevada, Case No. 3:73-cv-00127-MMD-WGC.

C. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

D. Closed Session - Public Employee Evaluation

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

9. 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 20, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT Flu Clinic Memoranda of Understanding

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Memoranda of Understanding (MOUs) with Mono County Office of Education and Mammoth Unified School District pertaining to Flu Vaccination Clinic to be provided by Mono County Public Health on school campuses.

RECOMMENDED ACTION:

Approve, and authorize the County Administrative Officer to sign, the MOUs with Mono County Office of Education and Mammoth Unified School District for Flu Clinics for the period October 1, 2022 through November 30, 2022.

FISCAL IMPACT:

None.

CONTACT NAME: Jennifer Burrows, Deputy Director of Covid Operations/Infection Preventionist

PHONE/EMAIL: 760-709-6765 / Jennifer Burrows

SEND COPIES TO:

Bryan Wheeler, Stacie Adler, Fred Navarro.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Flu Clinic Staff Report
MUSD MOU
MCOE MOU

History

Time

Who

Approval

9/14/2022 5:25 PM	County Counsel	Yes
9/14/2022 12:18 PM	Finance	Yes
9/14/2022 6:07 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: September 20, 2022
TO: Honorable Board of Supervisors
FROM: Jennifer Burrows, Deputy Director of Covid Operations
SUBJECT: **Flu Clinic MOU's**

Recommendation:

Approve the following actions:

1. Approve the MOU with Mono County Office of Education and Mammoth Unified School District (requires 4/5ths vote approval).
2. Authorize the Public Health Director, Bryan Wheeler to sign MOU and approve.

Discussion:

Every year, Mono County Public Health partners with Mono County Office of Education and Mammoth Unified School District to provide flu vaccinations for the K-12 age groups. This effort helps to provide equitable health care services for all kids in this age group. Consents will be provided to parents prior to the vaccination day. Only those with consents signed by their parents will receive the vaccine. In addition, this year we have adjusted the schedule to stay after school hours to allow parents to be present for their child's vaccination in the elementary and middle schools.

Fiscal Impact:

There is no impact to the County General Fund.

Staff time will be covered under existing Immunization grants.

Submitted by Jennifer Burrows, Deputy Director of Covid Operations

MEMORANDUM OF UNDERSTANDING BETWEEN MAMMOTH UNIFIED SCHOOL DISTRICT, MONO COUNTY OFFICE OF EDUCATION, AND MONO COUNTY REGARDING THE ADMINISTRATION OF FLU VACCINES DURING THE FALL OF 2022

WHEREAS, Mammoth Unified School District and Mono County Office of Education (collectively hereinafter “the School Districts”), have asked the County of Mono (hereinafter “County”) to provide flu vaccines to the students of the School Districts during the Fall of 2022; and

WHEREAS, County is willing to provide the flu vaccines as requested by the School Districts in accordance with the following terms and conditions.

TERMS AND CONDITIONS

1. County will provide staff persons from its Public Health Department to administer flu vaccines to students starting in October of 2022, at a location within each school designated by the School Districts. County will provide necessary doses of the flu vaccine for such purposes.
2. County will draft, and provide to School Districts, the required consent to medical treatment form.
3. School Districts will obtain, and provide to County, a valid written parent or guardian’s consent to medical treatment for any student to be vaccinated, unless the student is aged 18 or over, in which case the consent shall be executed by the student. No student shall receive a vaccination from County without a valid consent.

School Districts shall be responsible for correctly identifying all students and that their consent forms are valid, appropriately signed, and present at time of vaccination.

4. If required for full performance, the Boards of each of the School Districts shall approve this MOU by resolution prior to County staff beginning to operate under the terms of this agreement.
5. School Districts shall hold harmless, defend with counsel acceptable to County, and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with School’s responsibilities hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.
6. The School Districts shall each procure and maintain, during the entire term of this MOU 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 County, its agents, representatives, employees, or subcontractors:

- a. *General Liability.* A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed under this MOU, including educators' legal liability, employment practices liability, 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 \$2,000,000.00 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.
- b. *Workers Compensation.* Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c. *Coverage and Provider Requirements.* Prior to commencing any work under this MOU, School Districts shall provide County: (1) a certificate of insurance evidencing the coverage required and (2) a notice of cancellation or change of coverage provision indicating that the policy will not be modified, terminated, or canceled without written notice to County.

If the School Districts maintain broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the School Districts. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Self-Insured Retentions: Self-insured retentions must be declared to the County. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of School Districts. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. County reserves the right to obtain a copy of any policies and endorsements for verification.

7. Each Party shall bear its own costs for the staff time involved in performing the tasks described herein.
8. The term of this Agreement shall be from October 1, 2022, to November 30, 2022, with the survival of certain provisions as noted herein.
9. All acts of the Parties, their agents, officers, and employees, relating to the performance of this Agreement shall be performed as independent contractors, and not as agents, officers, or employees of the other Party. Neither Party, by virtue of this Agreement, has the authority to bind or incur any obligation on behalf of, or exercise any right or power

vested in, the other Party, except as expressly provided herein. No agent, officer, or employee of one Party is to be considered an employee of the other Party. It is understood by both Parties that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.

10. This Agreement may be amended by a writing signed by authorized representatives of the Parties.

11. This Agreement shall be administered on behalf of the Parties by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mammoth Unified School District:

Fred Navarro, Superintendent
P.O. Box 3509
Mammoth Lakes, CA 93546
Phone: 760-934-6802
Email: fnavarro@mammothusd.org

Mono County:

Bryan Wheeler, Public Health Director
P.O. Box 3329
Mammoth Lakes, CA 93546
Phone : 760-924-1830
Email: bwheeler@mono.ca.gov

Mono County Office of Education

Dr. Stacey Adler, Superintendent
P.O. Box 130
Mammoth Lakes, CA 93546
Phone: (760) 934-0031
Email: sadler@monocoe.org

By the signatures of their authorized representatives appearing below, the School Districts and the County agree to perform and abide by the terms of this Agreement. This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Mono County:

By: _____

Dated: _____

Mammoth Unified School District:

By: 

Dated: Aug. 25, 2002

Mono County Office of Education

By: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

MEMORANDUM OF UNDERSTANDING BETWEEN MAMMOTH UNIFIED SCHOOL DISTRICT, MONO COUNTY OFFICE OF EDUCATION, AND MONO COUNTY REGARDING THE ADMINISTRATION OF FLU VACCINES DURING THE FALL OF 2022

WHEREAS, Mammoth Unified School District and Mono County Office of Education (collectively hereinafter "the School Districts"), have asked the County of Mono (hereinafter "County") to provide flu vaccines to the students of the School Districts during the Fall of 2022; and

WHEREAS, County is willing to provide the flu vaccines as requested by the School Districts in accordance with the following terms and conditions.

TERMS AND CONDITIONS

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2. County will draft, and provide to School Districts, the required consent to medical treatment form.
3. School Districts will obtain, and provide to County, a valid written parent or guardian's consent to medical treatment for any student to be vaccinated, unless the student is aged 18 or over, in which case the consent shall be executed by the student. No student shall receive a vaccination from County without a valid consent.

School Districts shall be responsible for correctly identifying all students and that their consent forms are valid, appropriately signed, and present at time of vaccination.

4. If required for full performance, the Boards of each of the School Districts shall approve this MOU by resolution prior to County staff beginning to operate under the terms of this agreement.
5. School Districts shall hold harmless, defend with counsel acceptable to County, and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with School's responsibilities hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.
6. The School Districts shall each procure and maintain, during the entire term of this MOU 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 County, its agents, representatives, employees or subcontractors:

- a. *General Liability.* A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed under this MOU, including educators' legal liability, employment practices liability, 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 \$2,000,000.00 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.
- b. *Workers Compensation.* Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c. *Coverage and Provider Requirements.* Prior to commencing any work under this MOU, School Districts shall provide County: (1) a certificate of insurance evidencing the coverage required and (2) a notice of cancellation or change of coverage provision indicating that the policy will not be modified, terminated, or canceled without written notice to County.

If the School Districts maintain broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the School Districts. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Self-Insured Retentions: Self-insured retentions must be declared to the County. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of School Districts. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. County reserves the right to obtain a copy of any policies and endorsements for verification.

7. Each Party shall bear its own costs for the staff time involved in performing the tasks described herein.
8. The term of this Agreement shall be from October 1, 2022, to November 30, 2022, with the survival of certain provisions as noted herein.
9. All acts of the Parties, their agents, officers, and employees, relating to the performance of this Agreement shall be performed as independent contractors, and not as agents, officers, or employees of the other Party. Neither Party, by virtue of this Agreement, has the authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the other Party, except as expressly provided herein. No agent, officer, or employee of

one Party is to be considered an employee of the other Party. It is understood by both Parties that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture.

10. This Agreement may be amended by a writing signed by authorized representatives of the Parties.

11. This Agreement shall be administered on behalf of the Parties by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mammoth Unified School District:

Jennifer Wildman, Superintendent
P.O. Box 3509
Mammoth Lakes, CA 93546
Phone: 760-934-6802
Email: jwildman@mammothusd.org

Mono County:

Bryan Wheeler, Public Health Director
P.O. Box 3329
Mammoth Lakes, CA 93546
Phone : 760-924-1830
Email: bwheeler@mono.ca.gov

Mono County Office of Education

Dr. Stacey Adler, Superintendent
P.O. Box 130
Mammoth Lakes, CA 93546
Phone: (760) 934-0031
Email: sadler@monocoe.org

By the signatures of their authorized representatives appearing below, the School Districts and the County agree to perform and abide by the terms of this Agreement. This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

Mono County:

By: _____

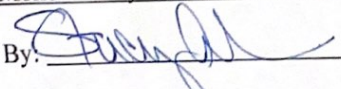
Dated: _____

Mammoth Unified School District:

By: _____

Dated: _____

Mono County Office of Education

By: 

Dated: 8-11-2022



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

Departments: Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Wheeler, Public Health Director;
Dr. Caryn Slack, Public Health Officer

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: 760-932-5415 / bwheeler@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
9/14/2022 5:33 PM	County Counsel	Yes
9/8/2022 3:06 PM	Finance	Yes
9/14/2022 6:07 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

Departments: Public Works

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Employment Agreement - Outdoor
Recreation Manager

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Marcella Rose as Outdoor Recreation Manager, and prescribing the compensation, appointment and conditions of said employment

RECOMMENDED ACTION:

Approve Resolution R22-____, approving contract with Marcella Rose as Outdoor Recreation Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Total Cost of Salary and benefits for the remainder of FY 2022-2023 is approximately \$82,348 of which \$57,000 is salary and \$25,348 is benefits. This is included in the adopted budget. The full cost of salary and benefits for an entire fiscal year is approximately \$112,687, of which \$78,000 is salary and \$34,687 is benefits.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7909325440 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
9/15/2022 9:44 AM	County Counsel	Yes
9/15/2022 10:39 AM	Finance	Yes
9/15/2022 10:39 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

September 20, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, PW Director

Re: Staff Report - Employment Agreement with Marcella Rose

Recommended Action:

Adopt Resolution #R22-___, approving a contract with Marcella Rose as Outdoor Recreation Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact:

Included in CAO 2022/2023 Fiscal Budget

Discussion:

With the retirement of Matt Paruolo earlier this year, there is a need to fill the vacancy. Mono County received 15 applicants for this position. After interviews, Marcella Rose was selected as the successful candidate and offered the position. Marcella Rose will join this position with great interpersonal and professional skills, an education in geography, work with USFS and outdoor experience along with skills in administration and field work. We look forward to Marcella joining our team so we can work together to continue the work of the Eastern Sierra Sustainable Recreation Program.

If you have any questions regarding this item please contact Paul Roten at 760-709-0427, or proten@mono.ca.gov

Respectfully submitted,

Paul Roten, Public Works Director



R22-

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

WHEREAS, on 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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES that the Employment Agreement of Marcella Rose, 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 compensation, appointment, and other terms and conditions of employment set forth in that agreement are hereby prescribed and shall govern the employment of Marcella Rose. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County

PASSED, APPROVED and ADOPTED this 20th day of September, 2022, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**EMPLOYMENT AGREEMENT OF MARCELLA ROSE
AS OUTDOOR RECREATION MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Marcella Rose and the County of Mono (hereinafter “County”).

I. RECITALS

The County wishes to employ Marcella Rose (hereinafter “Ms. Rose”) as its Outdoor Recreation Manager in accordance with the terms and conditions set forth in this Agreement. Ms. Rose wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence October 3, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing October 3, 2022, Ms. Rose shall be employed by Mono County as its Outdoor Recreation Manager, serving at the will and pleasure of the Public Works Director. Ms. Rose accepts such employment. The Public Works Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Rose’s employment. The Public Works Director and Ms. Rose will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Rose’s work. Ms. Rose’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Public Works Director in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Rose’ salary shall be initially set at \$78,000, or Range 9, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Rose understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
5. Ms. Rose shall earn and accrue vacation and sick leave in accordance with the “Policy

Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated to reflect Ms. Rose’s state date. Ms. Rose understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.

6. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Rose’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Rose shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Rose’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Rose understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Rose cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Rose’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Ms. Rose’s employment, the Public Works Director may terminate Ms. Rose’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Rose understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be

governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her 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 Public Works Director may, in his or her discretion, take during Ms. Rose' employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Rose shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Rose shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Rose shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Rose may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Rose shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Rose.
13. 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 Ms. Rose'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 Ms. Rose's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Rose shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Rose is convicted of a crime involving abuse of office or position.
14. Ms. Rose acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Rose further acknowledges that she 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 her right to do so, and that she 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 is executed by the parties this 20th day of September, 2022.

EMPLOYEE

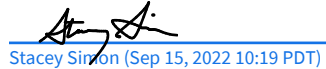
THE COUNTY OF MONO



Marcella Rose

By: Bob Gardner, Chair Board of Supervisors

APPROVED AS TO FORM:


Stacey Simon (Sep 15, 2022 10:19 PDT)

COUNTY COUNSEL



M Rose At-Will Contract 20220902

Final Audit Report

2022-09-15

Created:	2022-09-15
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_m409Lb5ysFmLzNI-5tUdMHUpaDQWEad

"M Rose At-Will Contract 20220902" History

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2022-09-15 - 1:01:25 AM GMT
-  Email viewed by Marcella Rose (mrose@mono.ca.gov)
2022-09-15 - 2:08:11 AM GMT- IP address: 162.252.90.163
-  Document e-signed by Marcella Rose (mrose@mono.ca.gov)
Signature Date: 2022-09-15 - 2:21:37 AM GMT - Time Source: server- IP address: 162.252.90.163
-  Agreement completed.
2022-09-15 - 2:21:37 AM GMT








(2022) Marcella Rose signed

Final Audit Report

2022-09-15

Created:	2022-09-15
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIVwsSXIDIORqpVqJaCzT2p8ZfTtiUDZf

"(2022) Marcella Rose signed" History

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-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-09-15 - 5:16:01 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
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-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-09-15 - 5:19:29 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-09-15 - 5:19:29 PM GMT





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

Departments: Public Works

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Employment Agreement - Roads and
Fleet Operations Superintendent

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Kevin Julian as Roads and Fleet Operations Superintendent, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution R22-____, approving contract with Kevin Julian as Roads and Fleet Operations Superintendent, 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:

Total Cost of Salary and benefits for the remainder of FY 2022-2023 is approximately \$116,081 of which \$86,432 is salary and \$29,649 is benefits. This is included in the adopted budget. The full cost of salary and benefits for an entire fiscal year is approximately \$154,774, of which \$115,242 is salary and \$39,532 is benefits.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
9/15/2022 9:45 AM	County Counsel	Yes
9/14/2022 12:27 PM	Finance	Yes
9/15/2022 10:38 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

September 20, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, PW Director

Re: Staff Report - Employment Agreement with Kevin Julian

Recommended Action:

Adopt Resolution #R22-___, approving a contract with Kevin Julian as Roads and Fleet Operations Superintendent, 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:

Included in CAO 2022/2023 Fiscal Budget

Discussion:

With the retirement of Jerry Vandebroke, Fleet Superintendent, Kevin has stepped up to support that position while continuing to support his present position as Roads Superintendent. With internal review of the department and Kevin's specific capabilities, it was determined that a new position should be created. This has been added to the 2022/2023 fiscal budget under the title of "Roads and Fleet Operations Superintendent". Kevin brings great insight into both departments and sees a connection in their operations. We look forward to his work making both divisions work as one towards a goal of sustainability.

If you have any questions regarding this item please contact Paul Roten at 760-709-0427, or proten@mono.ca.gov

Respectfully submitted,

Paul Roten, Public Works Director



R22-

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

WHEREAS, on 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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES that the Employment Agreement of Kevin Julian, 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 compensation, appointment, and other terms and conditions of employment set forth in that agreement are hereby prescribed and shall govern the employment of Mr. Julian. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County

PASSED, APPROVED and ADOPTED this 20th day of September, 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____

Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF KEVIN JULIAN
AS ROADS AND FLEET OPERATIONS SUPERINTENDENT FOR MONO COUNTY**

This Agreement is entered into by and between Kevin Julian and the County of Mono (hereinafter “County”).

I. RECITALS

Kevin Julian (hereinafter “Mr. Julian”) is currently employed by Mono County as its Roads and Fleet Operations Superintendent. The County wishes to continue to employ Mr. Julian in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Julian wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence September 20, 2022, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Julian shall continue to be employed by Mono County as its Roads and Fleet Operations Superintendent, serving at the will and pleasure of the Public Works Director. Mr. Julian accepts such continued employment. The Public Works Director shall be deemed the “appointing authority” for all purposes with respect to Mr. Julian’s employment. The Public Works Director and Mr. Julian will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Julian’s work. Mr. Julian’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Public Works Director in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Julian’s salary shall continue to be Range 14, Step D as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Julian understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Julian shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Julian understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Julian’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Julian may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Julian’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Julian’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Public Works Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Julian shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Julian’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Julian 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 – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Julian cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Julian’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time

employees.

9. Consistent with the “at will” nature of Mr. Julian’s employment, the Public Works Director may terminate Mr. Julian’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Julian understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are 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 Public Works Director may, in his or her discretion, take during Mr. Julian’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Julian shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Julian shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Julian shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Julian may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Julian shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Julian.
13. 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 Mr. Julian’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 Mr. Julian’s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Julian shall reimburse the County for any paid

leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Julian is convicted of a crime involving abuse of office or position.


14. Mr. Julian acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Julian 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 is executed by the parties this 20th day of September, 2022.

EMPLOYEE


THE COUNTY OF MONO


[Kevin Julian \(Sep 14, 2022 21:03 PDT\)](#)

Kevin Julian

By: Bob Gardner
Board of Supervisors

APPROVED AS TO FORM:


[Stacey Simpson \(Sep 15, 2022 10:19 PDT\)](#)

COUNTY COUNSEL


2022_09_02_Road_and_Fleet_Kevin_Julian (002)

Final Audit Report

2022-09-15

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By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Rk8juN2nBhTBfCxKQni_qXcNqgPXojK

"2022_09_02_Road_and_Fleet_Kevin_Julian (002)" History

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2022-09-15 - 1:05:08 AM GMT
-  Email viewed by Kevin Julian (kjulian@mono.ca.gov)
2022-09-15 - 1:11:38 AM GMT- IP address: 174.208.168.78
-  Document e-signed by Kevin Julian (kjulian@mono.ca.gov)
Signature Date: 2022-09-15 - 4:03:30 AM GMT - Time Source: server- IP address: 162.252.90.163
-  Agreement completed.
2022-09-15 - 4:03:30 AM GMT








(2022) Kevin_Julian signed

Final Audit Report

2022-09-15

Created:	2022-09-15
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVdkmQ5RaBu5S791JiEYBKjThG1sqz8Uj

"(2022) Kevin_Julian signed" History

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-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
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-  Agreement completed.
2022-09-15 - 5:19:43 PM GMT





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

Departments: County Counsel

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel

SUBJECT Letter to Los Angeles Department of
Water and Power (LADWP)
regarding Long Valley and Little
Round Valley

AGENDA DESCRIPTION:

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

Proposed letter to Board President Cynthia McClain-Hill and Los Angeles Board of Water and Power Commissioners regarding water deliveries to Long Valley and Little Round Valley, consistent with direction provided by the Board at its August 16, 2022 meeting.

RECOMMENDED ACTION:

Approve proposed letter as drafted or with changes as directed by the Board. Provide any additional desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 17606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Proposed letter](#)

History

Time

9/15/2022 9:53 AM

Who

County Counsel

Approval

Yes

9/8/2022 7:19 AM

Finance

Yes

9/15/2022 10:38 AM

County Administrative Office

Yes



Jennifer Kreitz - District One Rhonda Duggan - District Two Bob Gardner - District Three
John Peters - District Four Stacy Corless - District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Scheereen Dedman, Clerk of the Board

September 20, 2022

Via email and U.S. Mail

Cynthia McClain-Hill, President &
Los Angeles Board of Water and Power Commissioners
111 N. Hope Street
Los Angeles, CA 90012

**RE: FUTURE WATER DELIVERIES IN LONG AND LITTLE ROUND VALLEYS
OF MONO COUNTY AND THE PROVISION OF WATER TO LOS ANGELES**

Honorable Board President McClain-Hill and Board of Water and Power Commissioners:

The Mono County Board of Supervisors reaches out today in good faith to open communication between our agencies regarding lands owned by the Los Angeles Department of Water and Power/City of Los Angeles (together “LADWP”) in the Long Valley and Little Round Valley region of Mono County (“Long Valley”). It is this Board’s hope that a mutually beneficial dialog can be established that will inform future actions in Long Valley, given the various areas where our interests in that region overlap and align, as more specifically explained below.

**1. Mono County and LADWP Share an Interest in Avoiding Future Litigation,
Cost and Uncertainty by Adhering to the Appellate Court’s June 30, 2022
Opinion in *County of Mono, et al. v. City of Los Angeles, et al.***

In recent litigation between our agencies, Mono County argued that LADWP had implemented new water management practices and policies in Long Valley commencing in 2018, thereby engaging in a project under the California Environmental Quality Act (CEQA). Specifically, the County alleged that amounts of water delivered for irrigation in 2018, coupled with other evidence, signaled a new pattern and practice by LADWP of sharply reduced water deliveries to Long Valley, and that the shift had been implemented without compliance with CEQA.

LADWP vigorously denied the County’s allegations, asserting that water deliveries in 2018 were consistent with historic practices and providing the Court with assurances that it would conduct the required review under CEQA before reducing or eliminating water deliveries.

To support its position LADWP presented various arguments and evidence, including:

- Assurance that LADWP’s Board “has taken no action to approve or commit to the Proposed Dry Leases, *or to any “project” to significantly reduce or eliminate water deliveries.*” (Appellants’ Opening Brief at p. 29, emphasis added.)
- May 1, 2018, statement from Mayor Eric Garcetti that: “[o]ver the next six months, LADWP will analyze the potential environmental impacts of *reducing water* on leased ranch land in Mono County and will discuss the findings with . . . [the Mono County Board of Supervisors] and the ranchers before any new lease language is proposed.” (Appellants’ Opening Brief at pp. 19-20. Emphasis added.)
- Various references to LADWP’s ongoing review of proposed changes under CEQA. For example, “LADWP is in the middle of the CEQA review process”; “[t]he EIR for the proposed new leases is still ongoing.”¹ (Appellants’ Opening Brief at pp. 21 and 29.)
- A declaration by Eric Tillemans, LADWP’s Manager of Conservation & Operations for Northern Aqueduct Operations, stating that LADWP had delivered 6.23 AF/acre to Long Valley in 2019 and 2.95 AF/acre in 2020, pursuant to leases entered into in 2010.
- Evidence demonstrating that the amount of water delivered in 2018, while small, was equivalent to that provided in 2016, and accordingly also fell within the scope of the 2010 leases.

Taking into account the evidence and argument provided by LADWP, the Appellate Court agreed that LADWP had not embarked on a new project of reduced water deliveries which commenced in 2018 and that annual fluctuations in amounts provided were authorized by prior leases, without further CEQA review. However, the Court also recognized that if 2018 had been followed by similarly reduced water deliveries in 2019 and 2020, then LADWP’s actions **would have been the start of a new project** under CEQA.

“If 2018 marked the beginning of a practice of *sharply reduced* water deliveries to the lessees (disregarding for the moment the Tillemans Declaration’s evidence of increased allocations in 2019 and 2020), the correlation between the shift and the Dry Leases Proposal² would be obvious and Los Angeles’ claim to be relying on the 2010 Leases

¹ The Proposed New Leases contain the following language related to water deliveries for irrigation: “From time to time, based solely on Lessor’s operational needs, Lessor may spread water or instruct Lessee to spread water onto the leased premises” (Section 10.2).

² The Court refers to the proposed new leases as “the Dry Lease Proposal”, as characterized by LADWP in its briefing and argument. However, as noted above, the proposed new leases did actually provide for the spreading of water by lessees or by LADWP (for LADWP’s operational purposes), as well as for the provision of stock water and water for domestic purposes.

would be unmistakably pretextual.” (*County of Mono v. City of Los Angeles, et al.* (2022) 296 Cal.Rptr.3d, 525, 542. Emphasis added.)

Not surprisingly, given its conclusion that a continued reduction in water deliveries would require review under CEQA, the Court also confirmed that, likewise, the 2010 leases could not be implemented as if they were the new proposed leases, without CEQA review.

“Los Angeles concedes that a policy of not providing any irrigation water to the leased properties is a markedly different project than the 2010 Leases. We accept this concession and therefore conclude the 2010 Leases project includes the provision of irrigation water subject to changing water availability and Los Angeles’ right to reduce water allocations to free up water for its own purposes, *so long as such reductions do not de facto convert the 2010 Leases into dry leases.*” (*County of Mono*, supra, at p. 538, emphasis added.)

Accordingly, the ruling leaves both the County and LADWP with key, but somewhat imprecise, direction as to the provision of water in Long Valley pending completion by LADWP of the environmental review of its proposed new leases. Specifically, the amount LADWP provides under the 2010 leases may **fluctuate annually**, as it has historically, but must **not be sharply reduced**, nor result in **de facto implementation** of the proposed new leases, prior to completion of the CEQA process.

The Mono County Board of Supervisors believes it would be beneficial for representatives of the County and LADWP to meet to discuss how this guidance from the Court translates into future actions in Long Valley, and to discuss our agencies’ shared interests in water capture and storage in Long Valley, preservation of Bi-State Sage Grouse habitat, fire mitigation and the ongoing CEQA process, as discussed in more detail below.

2. Mono County and LADWP Share an Interest in Maintaining the Land’s Ability to Absorb and Store Surface Water

Rising temperatures associated with climate change are already affecting Los Angeles’ ability to store its water supply in the Sierra Nevada Mountains in the form of snow. As a result, the capture and use of water in the form of rain, irrigation spreading, and other means has become increasingly more valuable to maintain long-term water supplies in the Eastern Sierra and for Los Angeles. For example, in Long Valley, water that is absorbed into the ground ultimately enters Crowley Lake and the Los Angeles Aqueduct system, therefore supplying the needs of the City and maintaining environmental and water resources in the Eastern Sierra *at the same time*.

Critically, during the 2018 irrigation season, ranchers stretched the limited 0.71 AF/acre provided by LADWP to cover as much of the leased land as possible.³ They did this not because doing so created adequate forage or habitat, but because they understood that if the land were allowed to dry and harden, it would no longer operate as a sponge to absorb, and ultimately

³ In 2016, the only other year on record where the same amount of water (0.71 AF/acre) was provided, unusually heavy summer precipitation offset the reduction, therefore not requiring drastic measures by the ranchers.

preserve, the water resource. According to lessees, if they had not taken this action in 2018, up to 85% to 90% of the leased land would not have received water, becoming dry and less able to absorb and preserve water in the future. They also indicate that the actions they took in 2018 in stretching limited supplies to cover significant areas could not be sustained year-over-year, since the reduced amounts were not enough to maintain the permeability of the land over time – in other words, consistent delivery of only 0.71 AF/acre would result in the creation of de facto dry leases over 85%-90% of the leased area. Based on decades managing the lands, the ranchers state that at least 3.2 AF/acre is necessary to preserve historic resource conditions that benefit Long Valley and Los Angeles.

Just as significant - during the extremely wet 2019 irrigation season, where runoff was measured at more than 250% of normal, LADWP asked ranchers to spread more than 5 AF/acre of water (6.23 AF/acre according to the Tillemans' Declaration). LADWP staff in the Eastern Sierra have explained this was to prevent that year's excessive runoff from damaging LADWP infrastructure. Thankfully, given the ranchers' stewardship of the lands the prior year by stretching so little so far, the damage was prevented and the water was effectively spread and absorbed in 2019 without harm to LADWP facilities.

3. Mono County and LADWP Share an Interest in Maintaining Green Meadow Habitat in Long Valley to Preserve Existing Sage Grouse Habitat and Avoid the Species Being Listed

Once again under consideration for listing under the Endangered Species Act, the Bi-State Sage Grouse (BSSG) depends on the forbs and grasses found on LADWP-owned irrigated pasture in Long Valley.⁴ LADWP has recognized the importance of its irrigated lands to the species, reporting in its 2013 *Conservation Strategy to Protect the Sage Grouse* that it anticipated continuing to provide water in Long Valley at or near the 5 AF/acre amount, and in its 2021 Adaptive Management Plan, identifying areas to be maintained as irrigated "green" vegetation throughout portions of the BSSG's habitat in the region.

According to the Bi-State Local Area Working Group's 2020 *Bi-State Sage Grouse Accomplishment Report*, approximately 40% of the California population of BSSG is found in Long Valley.⁵ If the BSSG were to be listed under the Endangered Species Act, it seems clear that land owned by LADWP in Long Valley, and in other regions, would be designated as critical habitat, thereby severely impacting LADWP's discretion as management and use of the lands and water supply. Mono County would be similarly affected.

4. Mono County and LADWP Share an Interest in Preventing Catastrophic Fire from Igniting on LADWP-Owned Land and Spreading to Adjacent Communities

⁴ See *Desert Survivors et al. v. United States Department of Interior et al.*, (*Desert Survivors II*). 2022 U.S. Dist. LEXIS 87794, 2022 WL 1539530, Case 3:20-cv-06787-JSC (N.D. Cal. May 16, 2022).

⁵ See chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.bistatesagegrouse.com/sites/default/files/fileattachments/general/page/947/2020accompreport-final-compressed.pdf (at p. 9).

As uncontrolled wildfires fueled by climate change ravage the California landscape, destroying lives and property, the infrastructure maintenance practices of public utilities have increasingly come under scrutiny, with utility infrastructure often identified as ignition sources. Indeed, in 2018, while water was only sparingly spread in Long Valley and some areas left severely dry, a drone operated by an LADWP contractor assessing the impacts of water reductions in Long Valley on the Bi-State Sage Grouse crashed into dried pasture, igniting the McGee Fire. Thankfully, the fire was extinguished after burning only 10-acres of the formerly lush, irrigated meadow and before reaching the adjacent communities of Crowley Lake, Hilton Creek and Long Valley.

5. Mono County and LADWP Share an Interest in the Completion of LADWP's CEQA Review of Proposed Changes to Management Practices

According to its own reports, LADWP is in the process of preparing an Environmental Impact Report analyzing potential impacts of the modified water delivery practices proposed in the draft leases it proposed to ranchers in 2018. This project, "The Mono County Ranch Lease Renewal Project", is described in more detail on the California Resources Agency's Office of Planning and Research (OPR) website at <https://ceqanet.opr.ca.gov/2018082034>.

A scoping meeting for the project took place in Mammoth Lakes on September 26, 2018, and numerous oral and written comments were presented. Mono County is unaware of the current status of work, having not received communication from LADWP or anyone on LADWP's behalf since the scoping meeting. Mono County is interested in understanding what baseline LADWP has established for the work, and in learning what information has been collected so far related to the impacts of LADWP's proposal.

For all of the above reasons, this Board requests that LADWP and County representatives discuss a strategy for collaboration and communication going forward. The Mono County Administrative Officer, Robert C. Lawton, will reach out to appropriate staff at LADWP for this purpose. Mr. Lawton may also be reached at (760) 932-5415 or rlawton@mono.ca.gov.

Sincerely,

Bob Gardner, Chair
Mono County Board of Supervisors

Cc: Los Angeles Mayor Eric Garcetti
Nury Martinez, Los Angeles City Council President
Paul Souza, Regional Director, Pacific Southwest Region, United States Fish and Wildlife Service
Charlton "Chuck" Bonham, Director California Department of Fish and Wildlife



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.
Name of case: Workers' Compensation claim of Mark Hanson.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
9/14/2022 5:33 PM	County Counsel	Yes
9/8/2022 3:07 PM	Finance	Yes
9/14/2022 6:07 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) United States of America et al. v. Walker River Irrigation District, et al., United States District Court, District of Nevada, Case No. 3:73-cv-00127-MMD-WGC.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time

Who

Approval



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OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE September 20, 2022

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**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): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
9/14/2022 5:33 PM	County Counsel	Yes
9/8/2022 3:06 PM	Finance	Yes
9/14/2022 6:07 PM	County Administrative Office	Yes

